THE INCIDENCE OF PRECONCEPTION CONTRACTS FOR THE PRODUCTION OF CHILDREN AMONG CANADIANS

A Report prepared for the
Law Reform Commission of Canada

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A Report Prepared for the Law Reform Commission of Canada

by

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I. INTRODUCTION

This report is the result of a study conducted during the summer of 1988 to assess the incidence of preconception contracts among Canadians. The work was done mostly by Phebe Poole under the supervision of Margrit Eichler.

Since an accurate assessment of the scope of the phenomenon is impossible, for reasons explained below, the report provides best possible estimates. It also provides an analysis of cases at the largest U.S. agency dealing with preconception contracts, and provides supplementary materials within ten appendices.

II. A NOTE ON TERMINOLOGY

Preconception contracts for the production of children are usually referred to as "surrogate motherhood arrangements". This terminology has been criticized as both inexact and inappropriate, since the mother who gives up her child is indeed, a real mother, not a surrogate mother, just as birth mothers in the case of adoption are birth mothers. Identifying the phenomenon as "surrogate motherhood arrangements" when the term surrogate mother itself is misleading seems therefore inappropriate.

On the other hand, the term "preconception contracts for the production of children" expresses exactly what is at the heart of the phenomenon: namely an agreement, PRIOR TO CONCEPTION, that a child will be produced in order to be handed over to someone other than the mother who gave birth to the child. We will, therefore, use the term "preconception contracts for the production of children" to describe the phenomenon under investigation in this report.

The woman who agrees to give birth to the child will be referred to as the "contractual uterine mother", for short, the "contractual mother". The sperm donor and eventual social father will be referred to as the "father", his wife as the "father's wife", and the husband of the woman who agrees to give birth to and hand over the child as the "contractual mother's husband". When both the father and the father's wife are discussed, they will be referred to as the "social parents".

Usually, preconception contracts are identified as situations in which a woman agrees to be artifically inseminated with the sperm of a man to whom she is not married, in order to produce a child who will be handed over to him upon the child's birth. In return, she will receive compensation for her efforts, usually in the area of $10,000, plus her expenses.

However, in reality, the phenomenon is considerably broader. Conception may occur through artificial insemination, through sexual intercourse, or through in vitro fertilization or embryo transfer or some similar technique. We found instances of all of these types of conception. There may or may not be a formal contract, and the contractual mother may or may not receive financial compensation beyond expenses incurred directly as a result of the pregnancy.

III. IDENTIFYING THE UNIT OF ANALYSIS

Depending on the type of arrangement, the number of people directly involved in any one case is variable. Minimally, there must be two people: a contractual mother and a father. However, if the father is married (as is likely in the large majority of cases) his wife is also involved, and if the contractual mother is married, her husband is involved. Also, in most of the cases we came across, the contractual mother had at least one child.

Depending on whether or not a formal contract is engaged in, one or more lawyers are likely to be involved, as well as a judge in the final adoption. Where an agency has been used, the agency is centrally involved in arrranging the contract. Further, medical personnel are likely to be involved. If intercourse is used as the method of insemination, obviously no medical personnel are needed. If artificial insemination is employed, medical personnel are likely to be involved, although the woman may inseminate herself. If any of the high technology means are employed, such as in vitro fertilization (IVF) or embryo transfer, medical personnel will definitely be involved. Finally, when dealing with IVF or embryo transfer, the egg of a woman other than the contractual or social mother may be used, thus increasing the number of people involved even futher. The same occurs if the semen is of a man other than the father who is contracting for the child.

Our unit of analysis will be the "case", rather than numbers of people, although we can estimate numbers of people from numbers of cases. Since we are interested in assessing the involvement of Canadians in preconception contracts, a case is counted if it involves at least one Canadian - but if the entire arrangement is carried out within Canada, all parties to a case may be Canadian. The number of Canadians involved in each case therefore varies.

There is furthermore the problem of deciding when a case becomes a case - if we take only cases in which a child has already been produced we will miss, among others, all on-going cases, but if, on the other hand, we include all inquiries as constituting cases we might vastly overestimate the incidence. We have therefore defined as a case (a) either a completed case, in which a child has been produced, or (b) a case in which a formal contract was at some point signed (for instance through an agency) or (c) an instance in which insemination has occurred at least once within any type of preconception agreement. Instances in which people were attempting to set up an agreement but abandoned the effort before insemination took place will therefore not be counted as cases.

IV. TYPES OF ARRANGEMENTS

We have already seen that arrangements vary by type of insemination, whether legal experts are involved, whether medical personnel are involved, and whether payment is involved. In addition, arrangements vary by the relationship between the contractual mother and the father (and his wife, where applicable). Contractual mothers and social parents may have been strangers before any contractual arrangement was made, or they may have known each other beforehand.

If they were strangers, they may remain anonymous to each other (this is the mode of operation of some agencies) or they may meet (this is the mode of operation of other agencies). If they were already known to each other, they may have been friends (and it seems that the two women: the contractual mother and the father's wife often were friends rather than the father and the contractual mother) or they may be relatives. We learned of several instances in which a sister contracted to bear a child for her sister.

Depending on the type of arrangement, more or fewer people will be involved and therefore know about it. It is therefore likely that our information will be systematically biased toward those arrangements which are more formal in the sense that they involve lawyers, doctors and generally more personnel than those which involve fewer or none.

V. SOURCES OF INFORMATION

Due to the uncharted nature of the phenomenon, a wide number of diverse sources were utilized. They included: talking with knowledgeable lawyers, some of whom we knew to have been involved in preconception contracts, judges, U.S. agencies which arrange such contracts, journalists, social workers, child and family services within each province, private adoption agencies and provincial adoption services, government officials, academics, doctors, nurses, midwives, infertilitiy associations, the Ontario Law Reform Commission, the B.C. Chapter of the Canadian Bar Association and the B.C. Law Society, fertility clinics, women's centers, family service associations, marriage and mediation counsellors, and planned parenthood associations. We reviewed newspapers and other media sources (radio and TV shows); and placed an advertisement in the Toronto Women's Health Network newsletter. In addition, other knowledgeable individuals to whom we were referred by these sources were interviewed as well. Lastly, Ms. Poole attended the Couchiching Conference on the theme of "Biological Engineering: Blessing or Curse?".

LAWYERS: Lawyers did not turn out to be a particularly useful source of information, with the exception of two individuals in Anglo Canada and several lawyers in British Columbia and Quebec (see British Columbia and Quebec reports - Appendices 1 and 2 respectively). One Ontario lawyer suggested that we poll all family court judges as to whether they had encountered preconception contract cases in adoption hearings.

JUDGES: Following this suggestion we decided to poll all Family Court Judges within one province (Ontario) with the intention of repeating the procedure in all other provinces and territories if this method seemed promising. We approached Chief Judge Andrews with a request to sponsor such a poll through his office, to which he graciously consented (see Appendix 3 for a sample of the questionnaire which was distributed). The response rate by our target date (by which we had to decide whether or not to proceed with other provinces) was 75 per cent (52 out of 69 judges). This effort resulted in identifying two cases for all of Ontario. We did not consider this result sufficiently useful to warrant repeating the exercise throughout the country.

One of the judges commented: "If you have the consent of the natural mother and the natural father and the adopting parents both agreeing, both sign the application .... everything is dandy. What is wrong with it? You do not even bother to go any deeper than that. Everyone has signed and everyone agrees and away it goes."

Individual judges in other provinces were approached as knowledgeable informants and we did gain some information from them.

U.S. AGENCIES: As a group, U.S. agencies were the most useful sources of information.[1] We, first, identified all agencies and then contacted each agency still in existence. Of the 21 agencies contacted, only two refused to be interviewed. In particular, Noel Keane, representing the most important of these agencies, was extremely helpful by allowing us to visit his Dearborn office and to access his files on

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[1] There are no Canadian agencies concerned with arranging preconception contracts at present. However, one Ontario lawyer told us that he was interested in setting up such an agency.

Canadian cases through his staff. The information that was obtained in this manner is discussed in detail in the results section.

MEDIA SOURCES AND PEOPLE: An exhaustive search of Canadian and Eastern American print media was conducted, with the help of CTV's library and the FINNRAGE files. All articles dealing with Canadian cases or opinions were pulled, as well as all articles dealing with preconception contracts in other countries. The articles containing Canadian materials are attached in Appendix 4. The articles served as a means of identifying knowledgeable informants who were subsequently approached whenever possible. In addition, we talked with the journalists responsible for the articles who in turn provided further contacts.

We obtained a listing of all television programs dealing with preconception contracts that had been televised in Ontario ar[illegible]ne of which may have been shown Canada-wide (e.g. CBC). All these programs were subsequently reviewed by Ms. Poole. This yielded a number of useful informants who were subsequently interviewed. But, it should be noted, that we may have missed local programs televised in other provinces.

Our Alberta contact (Kathryn Arnold) listened to the tape of a radio talk show on the topic and interviewed the host.

We placed an advertisement in the Toronto Women's Health Network newsletter (see Appendix 5 for the text). Due to timing, no responses were received at the time this report is being written.

SOCIAL WORKERS: As a group of individuals, social workers turned out to be the most useful and reliable informants. We talked with social workers across the country. They were knowledgeable and willing to talk because they were concerned about various aspects of both formal and informal preconception agreements. In particular, participants in agreements receive no counselling. In the case of informal agreements, the contractual mothers receive no legal assistance, and some of them self-inseminate themselves, i.e. without medical assistance. Most of our Canadian cases were obtained through interviews with social workers.

CHILD AND FAMILY SERVICES AND OTHER GOVERNMENT OFFICIALS: We contacted child and family services within every province and territory. This proved useful as a base to obtain further names of knowledgeable individuals across the country. U.S. government officials also turned out to constitute a useful source of information. Occasionally, other Canadian government officials were helpful.

ADOPTION AGENCIES AND SERVICES: We talked with adoption agencies and services in the prairies, the west coast, Ontario and Quebec. Most did not have much information, but one individual in particular turned out to be very knowledgeable and willing to discuss the cases he was familiar with.

ACADEMICS: Academics who have published or who are currently doing research on the issue of new reproductive technologies were interviewed across the country. This proved useful in identifying names of further informants, but, with one exception, none of these academics knew about the extent of the phenomenon - or indeed, about a single case. None of them were doing EMPIRICAL research on the subject, although there are a number of theoretical publications on the issue.

MEDICAL PERSONNEL: We talked with doctors, nurses and midwives in all parts of the country, including the Yukon and the Northwest Territories. They were helpful but few actual cases were gained from them.

VARIOUS ASSOCIATIONS AND CENTRES: We talked with representatives from infertility associations, family service associations, and planned parenthood associations and women's centers. They were helpful but no cases were identified through them.

LEGAL BODIES: We discussed the phenomenon with representatives from the Ontario Law Reform Commission, the B.C. Chapter of the Canadian Bar Association and the B.C. Law Society. In particular, the Ontario Law Reform Commission permitted us to search their files. We obtained copies of laws and legislative proposals (not appended) but did not learn about any cases.

MARRIAGE AND MEDIATION COUNSELLORS: Our Alberta contact was well linked into the Alberta marriage and mediation counsellors' network. We assumed that this group of people might learn about cases since they had hands-on dealing with couples who had infertility problems. The informants were helpful but no cases were discovered.

KNOWLEDGEABLE INDIVIDUALS: This included a number of people who do not fall into any of the above categories who we either knew about, had been referred to or met at the below-noted conference. They provided us, in several cases, with access to individuals in one of the above categories.

THE COUCHICHING CONFERENCE: The Couchiching Conference had several speakers who included the topic in their presentations, for example, Margaret A. Somerville, Jeremy Rifkin, Bernard Dickens and the Honourable Ian Scott. In addition, informal discussion groups were held which dealt with this topic. The sessions served as useful means to confirm the validity of our findings, but no new information was learned through them. On the other hand, one of the speakers who talked privately with us provided information about a case we had not known about before.

VI. QUALITY OF INFORMATION

The quality of the information varies greatly. Obviously, one of the big difficulties in assessing the incidence of preconception contracts is to avoid counting the same case more than once. In this respect, we feel a high degree of confidence in the data obtained from the U.S. agencies, where we judge it very unlikely that a couple will, for instance, sign contracts with more than one agency.

When dealing with all other cases, the problem of potential double counting is considerable. In the results section below, we have therefore indicated when we count a case that was reported to us and when and why we decided not to count it. We decided to err on the side of excluding too many cases rather than vice versa. It seems therefore safe to assume that we will underestimate rather than overestimate the incidence of preconception contracts involving Canadians.

We did not worry over having cases reported that were not actual cases, in other words, about the informants exaggerating the incidence of cases. The problem was the exact opposite, i.e. the reluctance of informants to provide us with concrete information, not receiving too much of it. We, therefore, accept at face value that those cases which were reported to us do constitute actual cases.

The single biggest issue is that there is a high probability that a large amount of the activity is underground. Indeed, many of our informants said just that. Many were pessimistic that we would find any worthwhile information, arguing that it is all underground and that we would be unable to tap into it. Indeed, one informant stated that she knew that an undergound network which is fairly active exists but that she could not access it for us. An American agency representative commented that because of the uncertain legal situation in Canada, the greatest number of preconception contracts are underground, etc.

In particular, arrangements involving friends or relatives are likely to be very underreported. Several people mentioned that they knew of cases in which a contractual mother went into a Canadian hospital to deliver her child under the father's wife's name and provincial hospital insurance number.

Another version of this involves Inuit in the Northwest Territories. A doctor there reported that of 500 surviving babies born between 1981 and 1985, 12% or 60 babies were adopted, and of these 60, 54 were custom adoptions (adoptions within the family). It is possible that some of these custom adoptions were actually subsequent to preconception agreements. This was the only instance in which this was mentioned to us, but the literature suggests that such a practise may not be unknown in other native communities.

As we have seen in the preceding section, Ontario judges were also reluctant to probe into circumstances involving possible preconception contracts. One judge stated that judges are "too screened behind the applications and papers in front of them...[they are] isolated and protected behind their lofty peaks" to be able to provide extensive empirical information. Similar statements were made by a number of other judges.

By contrast, we feel that the information involving U.S. agencies is likely to be pretty accurate, except that two agencies did not respond, two further agencies refused to give us an accurate count of cases involving Canadians and several agencies which were active in the past are now defunct. (For a listing of U.S. agencies without Canadian cases, those no longer in operation, and those which did not respond, see Appendix 6).

Any Canadian cases these agencies may have dealt with would not be included in our overall estimate. Again, then, the problem here is underreporting rather than overreporting.

One last comment on how knowledgeable our informants were: the Supervisor of the Adoption Services branch of a provincial government stated that there had been no inquiries concerning preconception contracts in her department and that she would be certain to know if there had been any cases or inquiries. She then checked with her staff and called us back to state that her staff had, in fact, received several inquiries in the recent past. In other words, senior officials may underestimate the interest in such arrangements unless they have made a survey of their field staff.

VII. RESULTS

A: AN ESTIMATE OF THE OVERALL INCIDENCE OF PRECONCEPTION CONTRACTS FOR THE PRODUCTION OF CHILDREN INVOLVING CANADIANS

Considering the Canadian cases reported by U.S. agencies first, 11 agencies[2] report having dealt with Canadian cases. Two of these (Genesearch and the Surrogate Mother Program) reported that they had had Canadian cases, but did not provide any numbers.

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[2] This counts Noel Keane's two agencies as one.

TABLE 1

CANADIAN CASES INVOLVING U.S. AGENCIES

	Name of Agency/Head	Number of Cases	Source
1a.	Infertility Center for New York /Noel Keane	38	His files and a personal interview
1b.	Dearborne, Michigan /Noel Keane		
2.	GIFT Clinic, Tacoma /Dianne Smith	6	Telephone Interview B.C. Report
3.	Surrogate Foundation Portland, Oregon	4	Telephone Interview B.C. Report
4.	Center for Surrogate Parenting /William Handel, Director	7 or 8	Telephone Interview B.C. Report
5.	Infertility Associates /Harriet Blankfield, Director	6	Telephone Interview
6.	Surrogate Family Service /Katie Brophy, Esq., Director	5	Telephone Interview
7.	The Surrogate Parent Program /Nina Kellog, Director	2	Telephone Interview
8.	Genesearch /Robert Risner, Director	Some (actual # not provided)	Telephone Interview

9.	Surrogate Motherhood Inc. Sharon Whiteley, Director	1	Telephone Interview
10.	Center for Reproductive Alternatives/Kathryn Wyckoff, Director	3	Telephone Interview
11.	The Surrogate Mother Program/Betsy Aigen	Some (actual # not provided)	Telephone Interview

Comments Re: Table 1:

1a & 1b Extensive detail is provided in the Results section below.

2. Three Canadian women are involved in their gestational host program and an undetermined number is on the waiting list. Three Canadian couples have used the donor ova program and currently there are two Canadian women on the waiting list. See Appendix 1 for further details.

3. Four Canadian couples and but no Canadian contractual mothers have used the agency. They use only American women. See Appendix 1.

4. Currently four Canadian couples are involved in the program and there have been three or four couples from B.C. in the past. See Appendix 1.

5. Three Canadian couples had used the agency - one in 1983, one in 1984 and one in 1985. One couple was from western Canada and the other two were from eastern Canada. The agency had used three Canadian contractual mothers.

6. Five Canadian couples have been dealt with from 1979 to date. They are currently working with three of the couples and the other two have each received a child.

7. One case was a single Canadian man and the other was a Canadian couple.

8. No information was provided.

9. The agency had dealt with one Canadian couple, four or five years ago.

10. They are currently dealing with one couple from Calgary and have dealt with two other couples from eastern Canada - each of whom received a child.

11. No information was provided.

Counting seven cases for agency number #4 and two cases each for agencies #8 and #11 (probably an underestimate), we thus arrive at a MINIMUM total number of 76 cases involving Canadians through U.S. agencies.

Turning to information received by any of the other sources of information as outlined in one of the preceeding sections, it is much more difficult, as noted, to avoid overlap. We will report our findings province-by-province EXCLUDING those which we heard about but which used an American agency. Since, as noted above, we are missing information from two currently operating agencies and have, of course, no information on defunct agencies, we may have ruled out some cases which are actually not included in Table 1.

We have summarized the information obtained from all other sources in Table 2. We then provide a province-by-province explanation of how we arrived at the figures.

TABLE 2

CANADIAN CASES NOT INVOLVING U.S. AGENCIES

PROVINCE	NUMBER OF CASES
Alberta	1
British Columbia	2
Manitoba	0
New Brunswick	0
Newfoundland	0
Northwest Territories	0
Nova Scotia	1
Ontario	13
Prince Edward Island	0
Quebec	25
Saskatchewan	0
Yukon	0
TOTAL	42

ALBERTA CASES:

1. Source of information: CBC radio talk show. Interview with a U.S. contractual mother who had a preconception agreement for an Alberta couple. She had a child for them twice. Not counted, since they went through Noel Keane's office.

2. The Director of an adoption agency reported that she knew of several cases through two different avenues: on a talk show, a caller reported that a Calgary lawyer had arranged contracts for several Canadian couples. Counted as one case.

3. She also had calls from women interested in serving as contractual mothers. Not counted since it is unknown if insemination occurred.

BRITISH COLUMBIA CASES:

1. Lawyer A reported that he had arranged a preconception contract for a B.C. couple with a local contractual mother. Counted as one case.

2. Lawyer B commented that there "are cases going ahead 'successfully' in B.C. involving payments of fees and adoption proceedings". Counted as one case.

3. A journalist reported that he has a lead on a local woman who is currently or has in the past been a surrogate mother for a B.C. couple. Not counted because of potential overlap with cases 1 and 2.

MANITOBA CASES:

1. No cases were mentioned by anybody interviewed.

NEW BRUNSWICK CASES:

1. Some inquiries were reported by a government official concerning preconception contracts. One was by a woman interested in serving as a contractual mother, the other by a lawyer. Not counted as cases.

NEWFOUNDLAND CASES:

1. A doctor reported that he was approached by a couple who asked him to artificially inseminate the wife's sister within a preconception agreement. They dropped the attempt about three-quarters of the way through the process. Not counted as a case.

NORTHWEST TERRITORIES CASES:

1. Report of 54 custom adoptions between 1981 and 1985, some of which may involve preconception agreements. Not counted as a case since there is no proof.

NOVA SCOTIA CASES:

1. A law professor reported of at least one case of a preconception contract involving IVF that he personally knew about. Counted as one case.

2. The same law professor also reported personally knowing at least one case of an egg donation. Not counted as a case since it is unclear whether this was taking place within a preconception contract.

ONTARIO CASES:

1. Social worker A reported that she knew someone on staff at her place of work who gave birth to a baby in a preconception arrangement. The baby will be given to friends in the U.S. As far as she knew, there was no financial exchange. Counted as one case.

2. Judge A reported one case in which a contractual uterine mother came from the States to Toronto to have a baby for a father who was paying for the child. She had the baby, left the child in the hospital and returned to the United States. The hospital could not give the child to the biological father because the presumption was that the contractual mothers' husband was the biological father, even though she had signed documents stating who the biological father actually was. The Catholic Children's Aid took the child into their care. Eventually, the biological father was legally recognized as the natural father. The case died. The child was subsequently adopted by the father's wife. Counted as one case.

3. Social worker B reported a case in which the couple did not tell anyone that the husband had impregnated a contractual uterine mother during the same period in which a baby was placed for adoption in their home. Six weeks later the biologically related child arrived. The father is raising the children as twins even though their birth certificates will show different dates. Counted as one case.

4. The same social worker B reported that another couple adopted two children, five years apart. The two girls are now nine and five years of age. Since the couple wanted a boy, they decided to try to adopt a third. In addition, they went for IVF treatments which they thought did not work - but the wife became pregnant without knowing it. She was three months pregnant when the husband impregnated a contractual uterine mother. The wife had twins and the contractual uterine mother also had a child - they kept all the children (one of the twins was a boy). Counted as one case.

5. Social worker B also reported another case in which the wife had been treated for cancer and became sterile. Since the couple's ages impaired their chances to adopt they went to the States to obtain a child through a preconception contract. Not counted as a case because of the involvement of a U.S. agency.

6. Social worker B further reported that another couple found a contractual uterine mother through an ad they placed in a Canadian paper. Even though the ad was for an adoption a potential contractual uterine mother answered and they made arrangements with her to have a child for them. Counted as one case.

7. Social worker B also reported that another woman who was on medication for blood clots now cannot get pregnant. The couple are in the process of finding a contractual uterine mother. Not counted because no insemination had taken place yet.

8. Lawyer A was involved in one case during December/January 1988 in which no money exchanged hands. The contractual uterine mother was a close friend of the social couple. Counted as one case.

9. Lawyer B stated that he had been involved in finalizing legal arrangements for five couples. Not counted, since it is not certain that these cases did not involve U.S. agencies.

10. Lawyer B stated that he personally knew of an on-going case in which a sister was having a baby for her sister. Counted as one case.

11. Social worker C had one couple that had a preconception arrangement out of love and where no money exchanged hands. The wife's sister, a divorcee, agreed to become pregnant with the husband's sperm. Counted as one case.

12. Social worker C also knows another Ontario couple who have a child through a preconception arrangement. Counted as one case.

13. Social worker C has also heard of cases where the contractual uterine mother will use the social mother's OHIP identification number for delivery. Her first adoption case involved this: adoptive applicants knew a pregnant girl of the same ethic background. She was 17 years old and could not possibly keep her baby. They made a predelivery contract, and the mother went into the hospital under the wife's name and OHIP number. They did not know the law. The husband called his lawyer and asked how they could adopt the baby. Since the Director of Child Welfare realized that there was no criminal intent, they were allowed to backtrack all steps and correct the situation. Not counted as a case since it involved a predelivery rather than a preconception contract.

14. Social worker D has clients who have found somebody to have a baby for them. She thinks there probably is no money involved because the contractual uterine mother is a friend of the social parents. Counted as one case.

15. Social worker D also noted that in another case, the contractual uterine mother is not yet pregnant but they are in the process of going through AI. Counted as one case.

16. Social worker D also has had two Toronto clients who have gone through Noel Keane's office and successfully received a baby. In addition, she has had at least 10 other couples who have gone to Noel Keane's office but she does not know if they were successful in receiving a baby. Not counted since they involve a U.S. agency.

17. Social worker E had heard of one case within the last 3 weeks (July, 1988). The contractual uterine mother was a good friend of the father's wife. The father's wife identified herself falsely as the contractual mother's sister so that she could go into the delivery room with her. The contractual uterine mother had already given birth to a previous child for this social couple. Counted as one case.

18. Social worker F knows of one family that has two children through preconception contracts which were arranged in the States. She also knows of other cases. She thought that the first couple had gone through Keane's office, but that the babies were definitely born in Toronto. Not counted since the first case probably involves a U.S. agency, the other information is too vague.

19. Lawyer C stated that there was a preconception contract in their office but that she had not personally been involved in it. Counted as one case.

PRINCE EDWARD ISLAND CASES:

1. No cases were reported.

QUEBEC CASES:

All Quebec cases were obtained from the Quebec report (see Appendix 2), although we also discussed the situation with Margaret Sommerville and a doctor from Montreal who was met at the Couchiching Conference. Due to the nature of the report, it makes no sense to try to convert it into a format similar to that for the other provinces. Judging the reliability and accuracy of the various estimates and reported cases was difficult. Mr. Beaulieu's estimate of 100 old cases and 20 - 25 new cases per year is quite out of line with other estimates, and would make Quebec quite an exception in terms of the incidence of preconception contracts. We checked with him as to the source of this estimate, he referred us to M. Andre Jean who told us that there was no way to quantify the number of cases, and that he himself had no concrete empirical evidence. We therefore discounted this estimate.

Looking over the rest of the report, there must be a minimum of 11 cases, since Mme Rouiller states that 11 preconception cases are officially registered as such. Looking at the information supplied by Doreen Brown, Colin Gravenor, and Judges Dorion, Sirois and D'Amours, it seems safe to estimate that there have been 25 cases in Quebec so far.

SASKATCHEWAN CASES:

1. No cases were reported, although an adoption agency had received several inquiries.

YUKON CASES:

1. No cases were reported.

CONCLUSION FOR FOR THE OVERALL ESTIMATE OF INCIDENCE:

Overall, we found 118 cases of preconception contracts for the production of children involving Canadians. Since our criteria for counting a case as a case were very stringent, this number constitutes a minimum which probably underestimates the REAL incidence by an unknown considerable factor.

The one problem with this estimate is posed by Quebec. Minimally, there are 11 Quebec cases, we counted 14 more on the basis of the information supplied. However, if we discount the latter 14 cases, we are still left with a grand total of 104 Canadian cases.

This finding is at a remarkable variance from estimates which were supplied by people recognized as "experts", most of whom provided much lower estimates as to the overall occurrence of the phenomenon. One well-recognized expert told us: "I would not be surprised if overall there have been fewer than 20 cases since 1980; if there are more than 50 cases I will be shocked." Another expert estimated the overall incidence at 50 cases.[3]

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[3] An exception was one of the Quebec estimates.

In trying to extrapolate the number of Canadian people involved in preconception cases, it seems safe to minimally multiply the number of cases by a factor of 3 - considering that there are likely two social parents, plus a child in most cases, in other cases also a Canadian contractual mother, a lawyer, possibly a doctor, etc. This would mean that at least 312 Canadians (taking the low total estimate of 104 cases) or 354 Canadians (taking the higher total estimate of 118 cases) have in some form been directly involved in preconception contracts, either as clients or as professional personnel.

B: AN ANALYSIS OF NOEL KEANE'S FILES ON CANADIANS INVOLVED IN PRECONCEPTION CONTRACTS FOR THE PRODUCTION OF CHILDREN

Mr. Keane's willingness to share the information in his files involving Canadian cases provides a unique opportunityu to glean some SYSTEMATIC information about one set of Canadians involved in preconception contracts. We analyzed the information available in terms of dates, socio-economic characteristics of contractual mothers, their husbands and the social parents. The information is presented below, mostly in tabular form.

Overall, we have comparable information on a total of 32 cases.[4] All of these cases involve Canadians as social parents. In addition, there were seven cases in which Keane's agency used a Canadian as a contractual uterine mother - of these seven cases, only one is included in the analysis, since she served as a contractual mother for a

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[4] However, with respect to particular items, not all information is available for all cases. The total therefore shifts from table to table, and missing information is noted.

Canadian couple, on the other six contractual mothers, unfortunately no information is available.[5]

Looking at dates, we have organized information on when attorney-client agreements were signed by the father and his wife[6], when a preconception contract was signed by a contractual mother and the social parents, if and when a baby was born, and if and when an adoption hearing took place. These cases are presented in chronological order, according to when the attorney-client agreement was first signed.

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5. This brings the total of Canadian cases to 38, as stated in table 1.

6. Note: In one case, the father was not married

TABLE 3

TIMING OF CANADIAN CASES, 1980 TO 1987[7]

	ATTORNEY-CLIENT AGREEMENT	CONTRACT SIGNED WITH CONTRACTUAL MOTHER	BABY'S BIRTH	ADOPTION HEARING
CASE 1	Mar 80	Mar 80	Feb 81	Apr 85
CASE 2	Mar 81	Aug 81		
		Feb 82		
		Apr 83		
		Sept 83	Nov 84	Jan 85
CASE 3	Mar 81	Mar 81		
		Oct 81	Sept 83	Nov 83
CASE 4	May 81	Sept 81	June 82	June 83
CASE 5	Mar 82	Apr 82	May 83	Feb 84
CASE 6	July 82	Jan 83		
		June 84		
		Oct 84		
		Sept 86*		
		Feb 87*		
		July 88		
CASE 7	Dec 82	Mar 83	Oct. 84	Jan 85
CASE 8	May 83	Apr 84		
		May 85	Feb 86	Apr 88

---

[7] If there are several dates under the heading "Contract Signed With Contractual Mother" more than one woman tried to provide a child for the couple. In each case, a new preconception agreement was signed.

CASE 9	Oct 83	Jan 84		
		Apr 84		
		Mar 85		
		July 86	May 87	July 87
CASE 10	Oct 83	July 88		
CASE 11		May 84**	Feb 87	May 87
CASE 12	Nov 84	May 85*		
		July 86		
		June 87		
		June 88		
CASE 13	Apr 85	May 85		
		Dec 85	Sep 86	Dec 86
CASE 14	June 85	May 86		
		Jan 87		
CASE 15	Dec 85	Sept 86		
		June 87		
		Dec 87		
CASE 16	Mar 86	Feb. 86	Dec 86	June 87
CASE 17	April 86	May 87	Apr 87	June 87
CASE 18	May 86	May 86		
CASE 19	May 86	May 86	Feb 87	Apr 87
CASE 20	Sept 86	Never selected		
CASE 21	Nov 86	Feb 87		
		Oct 87*		

CASE 22	Mar 87	Oct 87 June 88	IV testing	
CASE 23	May 87	Dec 87 July 88		
CASE 24	May 87	June 87* Jan. 88 June 88		
CASE 25	July 87	Aug 87	May 88	July 88
CASE 26	July 87	Sept 87	May 88	July 88
CASE 27	Aug 87	Oct 87 Feb 88		
CASE 28	Aug 87	Sept 87	June 88	Aug 88
CASE 29	Sept 87	Nov 87	due Aug 88	
CASE 30	Dec 87	Mar 88	due Mar 89	

*The contractual mother became pregnant but the pregnancy ended in a miscarriage. Please note that not all miscarriages may be identified.

**The contractual mother had two miscarriages prior to the birth of a child.

Cases 10 and 18 are currently in the process of artifical insemination to start a second child for the couple.

For two cases data are not available.

To look at the outcomes of the 32 cases, 13 ended with a child being born and adopted by the father. In three other cases, a child has been born and adoption proceedings are in the process of being set up. Three couples have given up on getting a child after unsuccessful attempts to generate one, in 10 other cases, insemination is currently taking place, in two cases, an attorney-client agreement was signed but the contract was terminated before a contractual mother was selected for the case, and in one case no information was available.

In many cases, more than one contractual mother is involved. Specifically in the 32 cases, 15 used one contractual mother, eight used two mothers each, two used three mothers, three used four mothers, and in one case, six different contractual mothers were used. This information is summarized in table 4.

TABLE 4

NUMBER OF CONTRACTUAL MOTHERS INVOLVED

PER CASE BY STATUS OF FILE

	ZERO	ONE	TWO	THREE	FOUR	FIVE	SIX
CLOSED FILE SUCCESSFUL PREGNANCY	-	8	3	-	2	-	-
CLOSED FILE MISCARRIAGE	-	-	1	-	-	-	-
CLOSED FILE NO PREGNANCY	2	-	1	1	-	-	-
OPEN FILE PREGNANCY	-	5	-	-	-	-	-
OPEN FILE NO PREGNANCY	-	2	3	1	1	-	1
TOTAL	2	15	8	2	3	0	1

Overall, then, a total of 55 potential or actual contractual mothers were involved in the 32 cases. (It is possible that the same woman served in more than one case, which would lower this total number somewhat.)

In all subsequent tables, the information on contractual mothers refers only to the final contractual mother for each case. This adds up to 28 different women, since in four cases a contractual mother either had had or tried to have a second child for a social couple, hence the varying totals.

Turning to where the social parents are from, table 5 indicates that 22 of the 27 social parents for whom information is available are from Ontario, three from Quebec and one from Alberta and Manitoba each.

TABLE 5

PLACE OF RESIDENCE OF FATHERS AND FATHERS' WIVES[8]

Alex, Alberta

Chatham, Ontario

Gatinaeu, Quebec

Gormley, Ontario

Guelph, Ontario

Komaka, Ontario

Milton, Ontario

Montreal, Quebec

Nepean, Ontario

Ottawa, Ontario

Pickering, Ontario

Scarborough, Ontario (x4)

Toronto, Ontario (x5)

Westmount, Quebec

Winnipeg, Manitoba

Willowdale, Ontario (x5)

---

8. Information is missing for five cases

With respect to the place of residence of contractual mothers, 19 were from Michigan, two from Ohio, one from North Carolina, and one from London, Ontario. For the rest, information on their place of residence was not available.

Looking at socio-economic characteristics of contractual mothers, their husbands, and the social parents, we note first of all that 19 of the 28 contractual mothers for whom information on this issue is availabe are married, as compared to 26 of 27 fathers. See table 6 for a summary of the information.

TABLE 6

MARITAL STATUS OF CONTRACTUAL MOTHERS AND FATHERS[9]

	CONTRACTUAL UTERINE MOTHERS	FATHERS
MARRIED	19	26
SINGLE, SEPARATED OR DIVORCED	6	1
NO INFORMATION	3	1
TOTAL	28	28

---

[9] Information for four cases is missing

One of the statements that has often been made is that contractual mothers are likely to be from lower socio-economic strata than the social parents. This is born out by the data here. Taking as indicators level of education attained and occupation, we note that as a group, contractual mothers have a significantly lower level of educational attainment than do fathers and their wives (see table 7), that in terms of occupational placement, contractual mothers are clustered in lower level service occupations (see table 8) and their husbands tend to be in blue collar work or lower level managerial occupations (see table 9), while the social parents tend to be professionals (see table 10).

TABLE 7

EDUCATION LEVELS ATTAINED BY CONTRACTUAL MOTHERS, FATHERS AND FATHERS' WIVES[10]

	CONTRACTUAL UTERINE MOTHERS	FATHERS	FATHERS' WIVES
LESS THAN GRADE 12	2	-	1
COMPLETED GRADE 12	13	2	2
SOME POST-SECONDARY	5	-	1
COMPLETED COLLEGE AND/OR UNIVERSITY	4	11	10
COMPLETED GRADUATE	-	4	5*

*TWO Ph.D's

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[10] Information on four cases is missing.

TABLE 8

CONTRACTUAL MOTHERS' OCCUPATIONS[11]

accounts receivable collector

cashier

co-owner of a tree service

credit administrator

hostess at a restaurant

housewife (x10)

inventory clerk

nurse

sales clerk - full-time (x2)

sales clerk - part-time

secretary

social work

student (x2)

unemployed (x2)

waitress

---

[11] Information is missing for one contractual mother

TABLE 9

CONTRACTUAL MOTHERS' HUSBANDS' OCCUPATIONS

assembly worker in a factory

bricklayer

carpenter

co-owner of a tree service

electrician

industrial engineer

labourer

machine operator

machinist

mechanic

mechanical engineer

recreation department

sales manager

screen painter

sign painter

student

theatre manager

TABLE 10

SOCIAL PARENTS' OCCUPATIONS[12]

FATHER	FATHER'S WIFE
Bricklayer	Unknown
Business owner	Business manager
Carpenter	Supervisor
Construction Business Owner	Nurse
Dentist	Housewife
Doctor - Internist	Doctor - Surgeon
Doctor	Dietician
Engineer	Professor
Engineer	Teacher
Engineer	Secretary
Engineer	Quality Control Manager
Rancher	Teacher
Financial Analyst	Teacher
Lawyer	Bank worker
Lawyer	Medical Technician
Optometrist	Post Graduate work
Robotics	Housewife
Self-employed	Teacher
Self-employed	Clerk

---

[12] The information is presented couple-by-couple.

Sounds Systems Designer	Business Manager
Statistican	Teacher
Teacher	Teacher

Looking at the age of fathers, fathers' wives, and contractual mothers, we note a very distinct age pattern. Fathers and fathers' wives are very significantly older than contractual mothers. Of the fathers, six are in their fifties (the oldest is 59), ten are in their forties, and eight are in their mid-to late thirties.[13] Fathers' wives are a bit younger (not astonishingly - men tend to marry women who are on average a few years younger than themselves). Of the fathers' wives, three are in their fifties, seven are in their forties, and ll are in their thirties (see table 11).

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[13] The ages were computed by deducting year of birth from 1988. Depending on month of birth, ages may in fact vary by one year.

TABLE 11

YEAR OF SOCIAL PARENTS[14]

FATHER	FATHER'S WIFE
1929	1936
1934	1936
1934	1932
1937	unknown
1937	1941
1938	n/a
1944	1943
1945	1948
1946	1947
1946	1947
1946	1946
1947	1952
1947	1937
1947	1948
1947	1953
1948	1951
1950	1951
1951	1950
1951	1951
1952	1952
1952	1952
1952	1952
1953	1954
1953	1954

---

[14] The information is presented couple-by-couple.

By contrast, the contractual mothers are significantly younger: four are in their early thirties, and the rest are in their twenties. The youngest contractual mother is only 21 years of age (see table 12).

To put these two sets of ages into comparative perspective: the youngest father (age 35) and the youngest father's wife (age 34) are older than the oldest contractual mother (age 33). The average age of the contractual mothers for whom information was available was 26.8 years. By contrast, the average age of the father was 42.8 years and the average age of the father's wife was 38.5 years.

TABLE 12

YEAR OF BIRTH OF CONTRACTUAL MOTHERS

1955 (x3)
1956
1958 (x2)
1957
1960 (x2)
1961 (x2)
1962 (x2)
1963 (x3)
1964 (x4)
1965 (x2)
1966
1969

Looking at the religious affiliation of the various people involved, we find that there is a concentration of fathers and fathers' wives first in the Jewish faith , second in various Protestant churches and third, in the Catholic church. By contrast, there are no Jewish contractual mothers. They are instead affiliated with the Catholic church or some Protestant church. Surprisingly, only one social couple and no contractual mother declared themselves as agnostic.

TABLE 13

RELIGIOUS AFFILIATION OF

CONTRACTUAL MOTHERS, FATHERS AND FATHERS' WIVES[15]

	CONTRACTUAL MOTHERS	FATHERS	FATHERS' WIVES	TOTAL
JEWISH	-	7	8	15
PROTESTANT	4	4	5	13
CATHOLIC	6	5	2	13
ANGLICAN	-	1	1	2
BAPTIST	3	-	-	3
PRESBYTERIAN	-	1	1	2
UNITED	-	-	1	1
CHRISTIAN REFORMED	1	-	-	1
GREEK ORTHOD.	-	-	1	1
METHODIST	1	-	-	1
MOSLEM	-	1	-	1
LUTHERIAN	2	-	-	2
AGNOSTIC	-	1	1	2
UNDECIDED	1	-	-	1
TOTAL	18	20	20	58

---

[15] There was missing information for ten contractual mothers, eight fathers and eight wives.

Finally, considering the number of children contractual mothers had prior to signing the contract, we find that one contractual mother had not previously had a child, five had one previous child, 13 had two previous children, and four had three children. Of the social parents, nine of them also had already at least one child - indeed, one couple had four daughters from the wife's previous marriage - while eight couples had no children. Information for the others is missing.

If we try to create composite pictures for the contractual mothers, fathers, and fathers' wives, we find that the typical contractual mother is young (an average of 26.8 years), has had at least one previous child and often more than one, is more likely married than not, is either a housewife or holds a pink collar job, and when married is married to a blue collar worker or a member of the lower management. She is more likely to be affiliated with a Catholic or Protestant church than to define herself as without religion.

The typical father is relatively older (average age 42.8 years). He is highly likely to be married, is a professional or self employed, and is likely to belong either to the Jewish, Catholic, or some Protestant faith.

The typical father's wife is somewhat younger than the father but significantly older than the contractual mother (average age 38.5 years), is highly likely to be employed, mostly as a professional (but at a lower level profession - such as teacher, business manager or dietician - than her husband, who is more likely to work as an engineer, doctor or lawyer).

Between them, the father and the father's wife are as likely as not to already have a child (by a previous marriage, by adoption, or of their own).

The number of contractual mothers far exceeds the number of fathers, since often more than one woman is employed as a contractual mother. On the other hand, the same woman may serve in more than one case or may serve the same social parents more than once.

There is no assurance that the portrait which has emerged from this analysis for the contractual mothers, fathers, and fathers' wives can be transferred to other, non-formal agreements. Indeed, it is possible that if non-formal agreements involve friends and relatives, that the contractual mothers are much more similar to the father's wives than emerges from the above picture.

VIII. CONCLUSION

The major finding of this study is that preconception contracts involving Canadians are a phenomenon of very moderate scope but considerably more frequent than all of the people (with one exception) with whom we talked and who considered themselves knowledgeable in the area estimated. Taking our low overall estimate (i.e., allowing only 11 cases for Quebec) we end up with a grand total of 104 cases in Canada. Taking our higher estimate (allowing 25 cases for Quebec) we end up a total of 118 cases.

Either estimate greatly exceeds what was quoted to us as a reasonable estimate for the overall incidence. In order to appreciate this finding, it must be remembered that we have been extremely stringent in excluding cases if there was any doubt concerning them. We thus feel confident that these numbers represent a very conservative estimate which probably greatly underestimates the real extent of the phenomenon.

We also conducted an analysis of socio-economic characteristics of contractual mothers, fathers, and fathers' wives utilizing Keane's agencies. Overall, contractual mothers belong to a lower social class than fathers and fathers' wives. It cannot be assumed that this anlaysis tells us anything about the participants in informal preconception contracts. We do not have sufficient information to make educated guesses about the socio-economic characteristics of this latter group of people.

In our search for information, we came across other interesting information which does not bear directly upon the incidence but which does shed light on the phenomenon under consideration. We have therefore included some of this information in appendices. In particular, we have included some draft contracts for the various participants in preconception contracts in Appendix 7.

We also include a copy of Vol. 1, No. 1 of the SBC newlsetter (Spring 88) of the Surrogates by Choice group (see Appendix 8). This is a group which operates out of Noel Keane's office in Detroit and is in support of preconception contracts. The newsletter quotes from the statement of RESOLVE:

> RESOLVE, INC., supports the right of infertile couples to make their own decisions in family building. RESOLVE, INC., recognizing surrogating as one option among many for family building, believes that this option should remain available to those infertile couples who consider it acceptable. ...
>
> We recognize that legal regulation is appropriate and necessary. ... Overall, RESOLVE, INC. opposes legislation which would prohibit surrogating as an option.

On the other side, we received information from the Foundation on Economic Trends which in their fact sheet on commercialized childbearing (see Appendix 9) conclude:

"Surrogacy is baby-selling pure and simple. ... federal legislation is needed to halt the interstate commerce in commercialized childbearing."

We also received a case-by-case listing of contractual mothers involved in the National Coalition Against Surrogacy (see Appendix 10). All the documents in the latter three appendices are of U.S. origin.

APPENDIX 1

A PROFILE OF "SURROGATE MOTHERHOOD" ACTIVITY IN THE PROVINCE OF BRITISH COLUMBIA. PREPARED BY SUE COX

A PROFILE OF "SURROGATE MOTHERHOOD" ACTIVITY IN THE PROVINCE OF BRITISH COLUMBIA

Prepared for the Canadian Law Reform Association
July 1988
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GENERAL COMMENTS

The objective of this brief report is to profile "surrogacte motherhood" activity in British Columbia. As this type of activity is somewhat "underground", there is great reluctance on the part of all parties involved to discuss those cases of surrogate motherhood which have occurred within the province. Consequently, there are at present no accessible statistics on the number of cases which have proceeded in B.C. and there is only minimal information pertaining to those couples which have sought out surrogacy arrangements in U.S. centres. None-the-less there is considerable demand for such "services" and stories in the popular press seem to be only partially responsible for this increasing interest.

While some physicians are concerned about the ethical dimensions involved in the provision of surroagcy, there seems little evidence to indicate that this is currently a priority for provincial health policy-makers. It also remains a puzzle as to which, if any, physicians are willing to conduct the insemination for a surrogate arrangement in B.C.

Many of the lawyers I spoke with were highly interested in the whole area of new reproductive arrangements but only two had actually been involved in the provision of legal services associated with surrogacy arrangments. Understandably neither were willing to release anything but the most minimal information concerning these events.

In summary, this profile reports on the various professionals and agencies surveyed in an attempt to gather any available information on surrogacy in B.C.. Appended to it is a listing of useful contacts, copies of local newspaper stories and promotional literature from some of the U.S. centres providing surrogacy services for Canadians.

LEGAL PERSECTIVES

Gordon Turiff (Douglas Symes & Brissendon) was one of only two lawyers contacted who mentioned any involvement in the provision of legal services for a B.C. couple seeking a surrogate motherhood arrangement. This arrangement, involving a local couple and the woman who acted as their "surrogate", has only recently been concluded and Mr. Turiff is reluctant to offer any further information concerning the arrangement. He did say that this arrangment involved a counselling service for all parties and that at one point the counsellor "headed off a crisis". He did not wish to reveal whether or not the surrogate was paid a fee (other than reimbursement of expenses) as he thought this might allow for identification of the couple.

A second lawyer, Collin Millar (Richards Buell & Sutton), mentioned having received numerous calls in connection with his initial involvement in a contract supplied to a B.C. couple by a California centre. Mr. Millar reviewed the initial contract in which a surrogate was to bear the couple's child and contribute her ova to the process (thus the child would have only 50 % of the social parent's genetic contribution), and subsequently recommended adoption in both jurisdictions. He has not heard anything further from this couple.

Janice Dillon,(a name frequently mentioned when I asked for other contacts) agreed that there are cases going ahead "successfully" in B.C. The written contracts have involved payment of a fee to the surrogate and adoption proceedings have been processed by the courts. These contracts have not been contested and thus there is no readily available public knowledge of them.

Other lawyers expressed considerable interest in the research and were helpful in providing names of other useful contacts. Larry Kahn, a Richmond lawyer who has an active family law practice and often deals with private adoptions, directed me to both Gordon Turiff and Collin Millar. Carey Linde, who acts as legal counsel for the newly formed New Reproductive Alternatives Society (a group which advocates the rights of therapeutic donor insemination families, children and donors) suggested that Ron MacIsaac in Victoria knew of further surrogacy cases although this proved not to be the case when I spoke with Mr. MacIssac. Suzanne McGregor was helpful in suggesting that the Superintendent of Child Welfare might have some statistics on private adoptions which reflected a surrogate arrangement although again this proved not to be the case. Two others active in this area are Barbara Nelson, who recently organized a panel discussion on new reproductive arrangements which involved both the B.C.M.A. and the B.C. Chapter of the Canadian Bar Association and Jane Ingman-Baker, who is very knowledgeable in both the medical and legal aspects of new reproductive technologies. Similarly, Frank Maczko (Secretary for the Law Society) is very knowledgable in this area and has in the past prepared a commentary for the CBC on surrogacy and legal issues. He is of the opinion that any B.C. surrogacy cases which were contested would ultimately be decided on the basis of the "best interests of the child" and the contract would not be deemed valid. He also mentioned that the Office of the Superintendent of Child Welfare might have a report dealing with private adoption and surrogacy but again, upon checking this out I was told that no such "public" document exists.

MEDICAL PERSPECTIVES

From the perspective of the provincial Ministry of Health, surrogacy is a non-issue. There is no sense of urgency regarding policy formulation and no desire to implement any such services within the hospital programs. (Source: Dr. Lorne Klippert) Information services for the provincial Ministry of Social Services and Housing confirmed that there are no statistics available concerning the occurance of surrogacy arrangements either from the Ministry of Health or from Vital Statistics which simply records the birth and asks no further questions regarding the circumstances of the birth.(Source: Ron Armstrong)

Two physicians in Vancouver, Dr. Sidney Evans and Dr. Gerald Korn, are currently offering therapeutic donor insemination (TDI) using either the husband's or a donor's sperm but according to their secretary/receptionists neither are willing to conduct such services as part of a surrogacy arrangement. Dr. Korn's office assistant said that they do refer couples to either the Portland or the Tacoma clinics.

Dr. Lynn Simpson, who chairs the BCMA Department of Obstetrics and Gynecology, reports that few couples have enquired about such services and that she has not made any referrals to U.S. centres offering surrogacy arrangements. The BCMA Ethics Committee is however, preparing a paper on the ethical concerns surrounding surrogacy and this should be available in the fall.

Dr. Malcolm Munro, a specialist in infertility, reports no known specific cases of surrogacy in B.C. but feels that it is very likely that there are some. He confirmed that Dr. Gerald Korn does not offer such services and that couples have been referred to U.S. centres.

REPORT ON U.S. CENTRES IN WASHINGTON, OREGON AND CALIFORNIA

i)Washington

The Swedish Hospital in Seattle does offer in-vitro-fertilization but does not do so in conjunction with surrogacy arrangements. Dr. Forster, a physician working in the infertility clinic at the Swedish Hospital did however mention that there is a physician in Auburn offering surrogacy services in conjunction with lawyer Ron Anderson from Tacoma. On speaking with Mr. Anderson however, I discovered that he has not dealt with any Canadian couples.

There is also the GIFT Clinic in Tacoma which has recently established a fairly extensive program involving a "gestational host" service and a "donor ova" program. The "gestational host" option will only deal with pairs of women where the gestational host is willing to participate for altruistic reasons and not for any financial incentives. As a consequence, these women (ie. the "host" mothers) are usually relatives or close friends of the social mother-to-be. The GIFT Clinic is thus committed to only providing this service in those cases in which there is no financial transaction (beyond reimbursement of expenses incurred) and in which the social mother is also the genetic mother. At present there are three Canadian women involved in the "gestational host" program and an undetermined number on the waiting list. The "donor ova" program involves women who either carry some genetic disease or who have ovulatory problems and thus seek only donor ova and not a gestational mother. Currently there are two Canadian women on the waiting list for donor ova. Another three Canadian couples have utilized these services since the program's inception three months ago. The program currently deals with only twelve patients at a time. Promotional literature concerning the program at Tacoma has not yet arrived but will be forwarded as soon as possible. (Source: Dianne Smith)

ii) Oregon

The Surrogate Foundation in Portland is a smaller operation which has been in operation since 1983. Four Canadian couples have participated. One of these couples had IVF six times in England without success before turning to surrogate motherhood arrangements. This program only handles eight couples at a time and has only utilized American women as surrogates. Frozen semen from the husband is stored at the clinic and GIFT techniques are not currently part of the program; thus the surrogate contributes her ova. Almost all participants are childless upon entry to the program and all have been through other forms of "treatment".(Source: Norma)

iii) California

The Centre for Surrogate Parenting in Beverly Hills is a large operation with a fairly high profile (See attached Promotional Literature). This centre offers two types of arrangements for those seeking surrogate mothers. The first involves artificial insemination of the surrogate with the husband's sperm and is used only for those couples in which the woman is infertile or the pregnancy is "life-threatening" (eg. high blood pressure). The second option involves IVF and thus the social mother donates her ova and the surrogate is a gestational mother only. There are currently four Canadian couples involved in the program and there have been "three or four" couples from B.C. in the past. Demand for this service is increasing from Canadian couples.(Source: Ralph Fagan, Manager)

NEWSPAPER REPORTS

The attached clippings from The Vancouver Sun and The Province concern a local couple who prepared and distributed a leaflet describing their search for a "surrogate mother". These are the only stories which appeared in local papers and from speaking with the two reporters involved (Andy Ross and Pamela Fayerman) little new information has become available. The couple described in the stories wishes to remain annonymous and it is believed (although unconfirmed) that they have had to go to the U.S. to obtain suitable arrangements. Andy Ross also provided the attached letters of response to his story and did say that he has a lead on a local woman who either is currently or has in the past been a surrogate mother for a B.C. couple. She may, in the near future, wish to go public with her story. This woman will contact Andy or myself if and when she is prepared to talk openly about this.

Anne Mullens, a medical reporter for The Sun who has often written columns about in-vitro-fertilization and donor insemination, may also prove to be a useful contact. She is currently working on a book about infertility.

PLANNED PARENTHOOD

Planned Parenthood has had numerous calls concerning the availability of surrogate motherhood services, particularly from those in search of a "birth mother". Their response is to stress how full of pitfalls this is and to make the couple aware of the legal grey areas. They recommend talking to a lawyer working in family law and do not refer to U.S. centres. (Source: Barbara Hestrin)

VANCOUVER INFERTILITY SUPPORT GROUP

At a meeting held in March 1988 a representative of a newly formed group of couples seeking surrogate services in B.C. introduced himself as "Bob". He then mentioned that this group was open only to those interested in obtaining surrogate services or acting as surrogate mothers. Researchers and/or reporters were not welcome and would get no further information. (See attached newspaper clippings concerning the leaflet prepared by a local couple seeking a woman willing to act as a "surrogate".) A telephone number for the "Surrogate Mothers Advice Agency" was then given out but this number is no longer in service.

DIRECTORY OF PROFESSIONALS, AGENCIES AND INDIVIDUALS

1)AGENCIES

Centre for Surrogate Parenting,
8383 Wilshire Blvd.,
Beverly Hills, CA 90211
(213) 655-1974
Contact: Ralph Fagan (Manager) or Becky (secretary)

GIFT Clinic,
Tacoma, WA
(206) 475-5433
Contact: Dianne Smith

Surrogate Foundation
P.O. Box 06454,
Portland, OREGON 97206
(503) 777-2612
Contact: Norma

Surrogate Mothers,
Box 6846, Stn. D,
Calgary, Alberta
(unable to confirm their existance by telephone or mail)

2) LAWYERS

Ron Anderson,
Tacoma, WA
(206) 581-1234

Janice Dillon,
2080-777 Hornby,
Vancouver, B.C. V6Z 1S4
(604) 689-7124

William W. Handel,
Attorney at Law,
8383 Wilshire Blvd., Suite 750,
Beverly Hills, California 90211
(213) 655-1974

Jane Ingman-Baker
c/o McAlpine and Hordo Barristers and Solicitors,
Box 12146, 1800-808 Nelson St.,
Vancouver, B.C. V6Z 2H2
(604) 687-8621

Larry Kahn
Altman Kahn Zack and Co.
270 - 10711 Cambie Road,
Richmond, B.C. V6X 3G5
(604) 270-9571

Carey Linde
208-1650 Duranleau,
Vancouver, B.C. V6H 3S4
(604) 684-7798 or 682-3733

Suzanne MacGregor
896 Cambie,
Vancouver, B.C. V6B 4Z2
(604) 687-1721

Ron MacIsaac,
MacIssac Clark and Co.
320 - 560 Johnson St.,
Victoria, B.C. V8W 2R9
(604) 381-5353

Colin Millar,
c/o Richards Buell and Sutton,
1111 Melville,

Vancouver, B.C. V6E 2X5
(604) 682-3664

Barbara Nelson,(Family Law)
206 - 896 Cambie,
Vancouver, B.C. V6B 4Z2
(604) 685-7317

Gordon Turiff,
c/o Douglas Symes & Brissendon,
2100-505 Burrard,
Vancouver, B.C. V7X 1R4
(604) 683-6911

3)PHYSICIANS

Dr. Sidney E. Evans
(Infertility)
750 West Broadway,
Vancouver, B.C. V5Z 1H3
(604) 874-4521

Dr. Lorne Klippert
(Medical Consultant in the Hospital Programs Branch)
Ministry of Health,
1515 Blanshard St.,
Victoria, B.C. V8W 3C8
(604) 387-3166

Dr. Gerald Korn
(Gyn/Ob)
750 West Broadway,
Vancouver, B.C. V5Z 1H3
(604) 876-9288

Dr. Malcolm Munro,
(Gyn/Ob)
230-943 West Broadway,
Vancouver, B.C. V5Z 4E7
(604) 734-2712

Dr. Lynn Simpson,
(Gyn/Ob),
406-1200 Burrard,
Vancouver, B.C. V6Z 2C7
(604) 683-8416

4)NEWSPAPER REPORTERS

Pamela Fayerman
The Vancouver Sun
2250 Granville St.,
Vancouver, B.C.
(604) 732-2180

Anne Mullens
(currently on leave) The Vancouver Sun
2250 Granville St.,
Vancouver, B.C.
(604) 732-2180

Andrew Ross
The Province
2250 Granville St.,
Vancouver, B.C.
(604) 732-2063

5)OTHER USEFUL NUMBERS

Adoptive Parents Association of B.C.,
c/o Box 393,
Maple Ridge, B.C. V2X 7G3

B.C.M.A. - Family Practice Association
115-1665 West Broadway,
Vancouver, B.C. V6J 1X1
(604) 736-5551

Canadian Bar Association, B.C. Branch
1148 Hornby, Suite #504,
Vancouver, B.C. V6Z 2C3
(604) 687-3404
Contact: Alfred Eddy

Information Services - Social Services and Housing
Victoria, B.C.
(604) 387-6490
Contact: Ron Armstrong (Information Officer)

Law Society of B.C.,
1148 Hornby,
Vancouver, B.C. V6Z 2C3
Contact: Frank Maczko (Secretary)

New Reproductive Alternatives Society,
2621 Rosstown Road,
Nanaimo, B.C. V9T 3S2
(604) 758-0074 or 758-7368
Contact: Shirley Pratten (Secretary)

Planned Parenthood Association,
204 - 5704 Balsam,
Vancouver, B.C.
(604) 731-4252
Contact: Barbara Hestrin

Vancouver Infertility Peer Support Group,
Contact: Debbie Young (604) 530-8291
or Jennifer Hillman (604) 874-8487
836 East 11th Avenue,
Vancouver, B.C.

BABIES
CASH ON DELIVERY

By ANDREW ROSS
Staff Reporter

Two Vancouver couples have shelled out $30,000 each for babies.

They're among 120 couples from as far as Japan, Italy and Australia now waiting for a Los Angeles agency to hand them a child.

"Most spent years and lots of money trying to resolve their own infertility, then trying to adopt," says Kathryn Groghan, an official of the Centre for Surrogate Parenting Inc. in Beverly Hills.

The $30,000 includes a $10,000 fee to the surrogate and a $13,250 fee to the centre, Groghan said.

The rest covers insemination charges, adoption and legal costs and the surrogate's maternity clothing and life insurance.

"We get about 25 calls a week from women wanting to be surrogates but we only accept one of every 20 applicants," Groghan said. "We don't accept anyone who's doing it primarily for the money."

She said 11 surrogates hired by the centre are currently pregnant. All are Californians.

And in the 65 births arranged by the centre since it opened in 1980, no surrogate has reneged.

"We've never had a Baby M case," she said, referring to a landmark New Jersey decision last year in which a surrogate mom lost custody of the girl she bore while under contract.

Staff photo by Gerry Kharmann

Marc Reid and Giann Goncalves check out photo highlights.

They aim at stardo

By STEVE BERRY
Staff Reporter

There are two little stars burning brigl Vancouver Killarney community.

Marc Reid, 11, and his sister, Giann calves, 9, have caught the eye of big-time producers.

Marc, a veteran of television commercial shows, acted with moviedom's John Trav the film The Experts.

It was shot here and in Niagara-on-the Ont., last year. Giann stood in for close-u

Travolta, who became a family friend, w struck with the cherubic Giann that he's ing to have her play his movie-daughter upcoming film to be shot in L.A.

"He took a real liking to the kids," sai terrific-two's mom, Margarita Reid, 40.

"He seems to get on very well with ch and he's asked that Giann be in his movie."

The dazzling duo, who made their sta models, have never had an acting lesson.

But meet them and you understand attracts the movie moguls — their direct their quick smiles and their poise.

They get their dark good looks from Scottish mom and Portuguese dad, Mo Goncalves, 31.

"The people who are in the business a say they've both got a natural ability for act said the proud Margarita.

"Even when they're tired, they get in fron camera and they seem to light up."

Sun/ Feb 17/88

Surrogate ad draws flood of volunteers

By PAMELA FAYERMAN

A Surrey couple advertising for a surrogate mother to bear their child has been swamped with calls from women — all responding to a leaflet distributed to thousands of homes in the Lower Mainland.

From 50 or 60 phone conversations with volunteers, the couple narrowed the field to a few women whom they have met in private. But no final decision has been made and the pair — who identify themselves only as John and Pat — are still searching for the right candidate.

"We are doing this because we love children and the waiting list in this province for an adoption is five years — and we are anxious to have a child much sooner than that," said John.

"We also want a child that is at least half biologically related to us," he added. John intends to have his sperm artificially implanted in the prospective natural mother.

John said he and his wife are unwilling to attract notoriety over their situation — and are well aware of potential problems should the natural mother change her mind and want to keep the baby once it is born.

"We know there are no absolute guarantees and all we can do is screen the women carefully and select one who is emotionally mature, someone we can deal with

Please see SURROGATE, A2

SURROGATE

Continued from page one

on a basis of trust, without any legal complications."

As for payment, John said the couple intends to compensate the natural mother for any loss of wages due to the pregnancy, for maternity clothes and for expenses connected with medical bills — taxi fare to the doctor's, for example.

Under B.C. adoption law, it is a summary conviction offence to pay for an adoption. Suzanne MacGregor, spokesman for the B.C. branch of the Canadian Bar Association, said the area the Surrey couple is entering is "very grey and very complex, and they will probably run into all kinds of problems."

"Technically, this is considered an adoption because the natural mother is giving up the infant and turning it over to other custodians. I can't imagine something like this would fly (without legal problems) because the superintendent of child welfare would have to intervene to protect the best interests of the child."

John, who will say only that he is a consultant and his wife is a non-working nurse, said he has spoken to a lawyer — whom he would not name — and was advised that the deal would not be subject to adoption law.

He also admitted that he has been contacted by the Delta police, although police have said there is nothing illegal about what he has done.

John said he tried placing an ad in several newspapers but was turned down — and that's why the couple opted for the mass distribution of leaflets addressed to "the woman of the household."

One woman who received the leaflet, Lauris Thunderchild, said she was shocked by the audacity of the couple and was "appalled and horrified to receive this bid for the sale of a child."

John said he has received several antagonistic phone calls from people berating them for "contributing to the degradation of society."

"Despite this, we feel it is worth all the stress in the long run because we want a child and we don't want to wait five more years.

"It is in fact like renting another woman's womb, yes, but a lot of things in society are for rent and this isn't going to demean the mother or the child."

John said he plans to sign a simple contract with the natural mother.

"We will place some money in trust with a lawyer, and the natural mother will get nothing if she has a miscarriage or a stillborn. If the baby is born with some kind of a defect, we will of course honor the agreement because that is the chance you take in any pregnancy."

John said the couple already has a two-year-old daughter who was adopted privately. They are both in their 30s and have been married several years. John's wife, Pat, is infertile and has been operated on unsuccessfully a number of times in a bid to reverse the problem.

John said he has been told by numerous Vancouver doctors that they will not be able to have the artificial insemination done here because of the potential legal complications — so "we investigated going south of the border and it seems that is the route we will take once we find a suitable woman willing to go ahead."

The Province Wednesday, Feb. 17, 1988 ★

His rent-a-moms are ready

By ANDREW ROSS
Staff Reporter

The husband of an infertile Surrey woman says 12 women are "all set to go ahead" and carry his child.

And he says 12 others are interested in becoming his surrogate child-bearer.

But he still hasn't found a doctor willing to consummate the deal.

The man, who will identify himself only as John, said he and his wife mailed "a few thousand" leaflets at random to homes in Surrey, White Rock, Langley and Abbotsford.

He told The Province last night that he and wife Pat gave up on B.C.'s adoption system because the pickings are too slim.

"There are about 1,500 couples in B.C. wanting to adopt newborns right now, according to the government adoption service," John said.

But each year only 200 newborns are available for adoption.

John refused to say how much he and Pat are offering to pay for a surrogate. He indicated, however, that it would be well below the normal $8,000 to $10,000 fee paid by U.S. couples.

"We're looking for a surrogate whose prime motivation is to help a couple have something they couldn't otherwise have," he said.

The couple's ideal surrogate would be aged 20 to 25, already a mom, "emotionally stable" and a non-smoker during pregnancy.

She'd have to sign a contract agreeing to hand over the child for adoption by the couple 10 days after birth.

But John admitted that a contract likely wouldn't stand up in court if the woman changed her mind and refused to surrender the baby.

And he's still looking for a doctor to perform the artificial insemination.

"The doctors we've contacted won't do it," he said. "They'll only deal with the sperm bank where the donors are anonymous. So it may mean a quick drive to Bellingham."

Meanwhile, response to their leaflets has been "so favorable" that John and Pat have set up a surrogate mothers information service

HELLO :

MY HUSBAND AND I WOULD LIKE TO CONTACT A WOMAN WHO WILL ACT AS A SURROGATE MOTHER TO HAVE A CHILD FOR US.

THE WOMAN WOULD RECEIVE COMPENSATION FOR HER EXPENSES DURING THE PREGNANCY.

IF YOU ARE INTERESTED IN SPEAKING WITH EITHER MYSELF OR MY HUSBAND ABOUT POSSIBLY ACTING AS A SURROGATE MOTHER TO GIVE US A CHILD PLEASE CALL. WE WILL DEAL CONFIDENTIALLY WITH ANYONE WHO PHONES. I AM A REGISTERED NURSE.

Pamphlet being circulated: Woman and baby are

APPENDIX 2

THE INCIDENCE OF SURROGATE MOTHERHOOD IN QUEBEC.

PREPARED BY HARRIET SIMON

THE INCIDENCE OF SURROGATE MOTHERHOOD IN QUEBEC

The following list indicates the people I contacted regarding the incidence of surrogate motherhood in Québec. Most of the information is sketchy, and is based on hearsay or rough approximations.

1- Ministry of Health and Social Affairs (Government of Québec). M. Maurice Beaulieu, Chef de Service, Service des programmes, Direction générale du recouvrement de la santé, (418) 643-3160. The Ministry formed a working group to examine new reproductive technologies, and looked at surrogate motherhood. The report concluded the practice exists in Québec, based on newspaper articles, extrapolations from the number of artificial inseminations done yearly in Québec, and interviews with doctors (not mentioned by name in the report). M. Beaulieu estimates there may be as many as 100 cases of surrogate mothers in Québec since the practice started, and approximately 20-25 new cases a year.

2- Juge Pierre Dorion, Tribunal de la Jeunesse, Longueuil, (514) 646-4005. Juge Dorion used to work at the Tribunal de la Jeuness in Montréal. He has only had one case that was clearly identified as a surrogate mother arrangement. However, he believes he hears about 20 surrogate mother cases a year, based on other factors. These include: the nervousness of the adopting parents, or situations in which the adoptive child is biologically related to the husband but not the wife, and the couple has been married for many years. He believes there is a growing traffic of surrogate arrangements and that several Montréal law firms are doing a brisk business. He would not name the firms.

3- Juge André Sirois, Tribunal de la Jeunesse, Québec, (418) 644-4461. He has seen one case involving a surrogate mother. The sister of an infertile wife was inseminated with her brother-in-law's sperm. There was no exchange of money.

4- Juge Oscar D'Amours, Tribunal de la Jeunesse, Montréal, (514) 873-3797. He has seen 4-5 cases of surrogate mothers, although they were not officially identified as such. Juge D'Amours implied the existence of a surrogate arrangement using the same factors as Juge Dorion.

5- Mme Rouiller, Clerk, Tribunal de la Jeunesse, Montréal, (514) 873-2546. The Court began keeping statistics regarding surrogacy in April 1986. In 1986 there were 5 official cases of surrogacy and in 1987 there were 6 official cases.

6- Doreen Brown, lawyer, Gerald Y. Green & Ass., Montréal, (514) 845-1141. Doreen Brown has handled a "handful" of surrogate contracts for money. She has heard of 20-30 surrogate contracts done by Montréal lawyers. She is not aware of American couples being involved. She says she will not do any more surrogate contracts since the Barreau du Québec recommended against the practice in April 1988.

7- Colin Gravenor, lawyer, Gravenor, Keenan, Montréal (514) 288-3838. Colin Gravenor has had indirect contact with 20-40 surrogate mother contracts (for money). He believes there have been "dozens" of surrogate contracts for money in Montréal over the past 5 years. These contracts involve Québec couples and Québec surrogates. He refused to give any more information.

8- Royal Victoria Hospital, Fertility Clinic, (514) 843-1650. Approximately 50 people per year over the past two years have asked for information regarding surrogacy. They are referred to the above-mentioned lawyers or to the in-vitro fertilization programs at Hôpital Maisonneuve-Rosemont or St-Luc.

9- The Montréal Gazette, May 16, 1987, p.A.3. Professor Jean-Louis Baudouin, law professor at L'Université de Montréal, was quoted as saying Québec women are being recruited as surrogates for American couples because of our medicare system. He estimates that 100 surrogate contracts are arranged in Canada per year. He knows the practice exists at Montréal hospitals but has no statistics. (Professor Baudouin is on vacation until the middle of August).

10- Jewish General Hospital, Fertility Clinic, Montréal, (514) 340-8222, Dr. Tulandi. Dr. Tulandi has had five patients inquire about surrogate motherhood. He refers them to Doreen Brown. His clinic does not get involved in such arrangements.

11- C.L.S.C. Metro (Centre Local de Services Communautaires), (514) 934-0354, Marlene Boyer. C.L.S.C. has received a handful of calls for information but the CLSC is not involved.

12- Women's Centre of Montréal, (514) 842-8903. No calls for information regarding surrogacy have been received.

13- Centre de Santé des Femmes, (514) 842-8903. No information.

14- Grossesse Secours, (514) 274-3691. Two people have called for information.

15- Hôpital St-Luc, Fertility Clinic. Dr. Bissonnette (514) 281-2141. No information.

16- Ville-Marie Social Sercices, Montréal, (514) 935-6196, B. Vyncke, Youth Protection. No information. Ville-Marie was once asked to investigate a potential surrogate arrangement for money, but no evidence of such an arrangement was found .

The Head of Adoption services is on vacation for several weeks. Mr. Vyncke doubted if a surrogate arrangement would be brought to Ville-Marie's attention because it is a government agency.

17- Centre de Services Sociaux de Montréal Metropolitain, (514) 527-7261. No information - documentation centre had no data. Suggested I call Status of Women.

18- Jewish Family Services, (514) 485-1112. No information.

19- Conseil du Statut de la Femme, (514) 873-8384. Their documentation centre listed 3 articles on surrogate motherhood in Québec: Journal de Québec 24/10/84 (p.4) and 01/11/82 (p.5) La Presse 17/07/82. Each articles spoke of 1 surrogate mother in Québec but the names of the parties involved were omitted.

20- Conseil consultatif canadien de la situation de la femme, (514) 283-3123. No information.

21- Mouvement retrouvailles (adoption), (514) 279-7389. No information - suggested I call Conseil du Statut de la Femme.

22- Edith Deleury, Law Professor, Université Laval, (418) 656-2213. Gave me the name of Doreen Brown, lawyer.

23- Centre de recherche du Barreau, (514) 866-3901. No information.

24- Juge Jasmin, Tribunal de la Jeunesse, (514) 873-3608. No known cases of surrogate mothers.

25- Carole Spiers, (514) 989-1397. Social worker - youth/adoption. No information.

26- R. Bazonsky, Social worker, Montréal Children's Hospital, (514) 934-4400. No information.

27- Secrétariat à l'adoption internationale, (514) 873-5226. Gave me phone number of Ministry of Health & Social Affairs of Québec (see #1).

28- Hôpital Maisonneuve-Rosemont, Fertility Clinic, Dr. Miron, (514) 252-3581. Could not be reached.

29- Association of Midwives, (514) 525-9753. Could not be reached.

p. A3
May 16/8

By ROD MACDONELL
of The Gazette

Montreal lawyer Réal Charbonneau was sentenced to 18 months in prison yesterday for urging his client to sign a false statement about the 1984 bombing that killed four people in a downtown highrise.

Two hours later, the Quebec Court of Appeal granted bail to the lawyer pending his appeal of the obstruction of justice conviction and his sentence.

Charbonneau, convicted Jan. 20 in Sessions Court, was secretly taped at the Parthenais St. detention centre where he tried to have his client Michel Blass sign a statement absolving businessman Allan Ross of suspicion of arranging the fatal blast.

Blass, who could be paroled in seven years for 12 murders he helped commit, testified against his lawyer.

He said that Charbonneau knew Blass participated in the bombing, but still tried to have him sign the statement denying his involvement.

The statement was drafted by Ross's lawyer Sidney Leithman.

Blass said that under a contract from Ross, he delivered a booby-trapped television set packed with dynamite to an apartment at 1645 de Maisonneuve Blvd. W. in November 1984.

Blass said the blast killed four men Ross suspected of murdering his friend, underworld drug kingpin Peter (Frank) Ryan.

Sessions Court Judge André Bilodeau noted that Charbonneau was convicted in 1984 of obstruction of justice for advising his client not to testify at a coroner's inquest.

Bilodeau said a severe sentence was called for despite the "disastrous" consequences for Charbonneau, because it is necessary to dissuade other lawyers from similar acts.

Crown prosecutor Michel Babin asked Court of Appeal Justice Fred Kaufman to order Charbonneau barred from practising law while he is on bail. But Kaufman refused, saying that that decision is up to the Quebec Bar Association.

In most cases, the Bar waits until a lawyer exhausts all possible appeals before taking action, which can be disbarment, suspension or a reprimand.

In February, another Montreal lawyer was sentenced to seven months in prison.

Jean-Yves Gagné, who is also free on bail and practising law, had tried to have a client sign a phoney statement over the ownership of a bawdy house.

Judge Bilodeau noted that Gagné had committed a less serious offence, and did not have a prior conviction.

U.S. couples seek surrogate mothers here: law professor

Quebec women are being recruited as surrogate mothers by American couples who want to take advantage of Canada's medicare system, a Université de Montréal law professor said yesterday.

The situation underlines an urgent need for legislation on surrogate motherhood in Canada, said Jean-Louis Baudouin, who is also a member of a Montreal hospital's ethics committee. (He declined to name the hospital.)

Baudouin said he has no statistics on the number of Quebec women who are recruited to give birth for American couples, but said the issue is a concern at Montreal hospitals.

"I know it is going on," he said in an interview after a seminar on genetics and the law, sponsored by the Quebec Bar Association.

Doesn't see child

"Go ask the nurses; they'll tell you. What usually happens is after the delivery the mother doesn't even want to see the child. There's another couple present and they'll take a separate cab (to and from the hospital)."

An American couple can save about $5,000 by having the pregnancy and birth carried out in Canada, Baudouin said, adding that in the U.S. surrogate contracts run about $20,000, plus medical expenses.

"We are very attractive for an American couple in terms of surrogate mothers because of sheer economy," he said.

American couples recruit through ads placed in Montreal newspapers and the return addresses indicate most are from New York and New Jersey, he said.

Surrogate motherhood leads to the commercial exploitation of both mother and child, Baudouin said.

"Ask yourself whether in a city like Montreal these surrogate mothers come from Westmount or Outremont? They do not. Usually they come from places like St. Henri."

Baudouin estimated that about 100 surrogate contracts are arranged per year in Canada. These contracts, he said, often dictate the living conditions of the surrogate mothers who may not be able to smoke, drink, or have sexual relations during the first three months of pregnancy.

"It's really a contract where, in the present anyway, the future parents control the quality of the product (the baby)," he said. "Surrogate motherhood works perfectly as long as the product is OK. But if the product isn't OK, nobody wants it."

A major legal problem will arise if a baby born under contract turns out to be handicapped, and is not wanted by either the natural mother or those who recruited her, Baudouin said.

Laws must be enacted soon, he said, to protect the rights of all involved. The interests of the "potential child" should be at the heart of any law dealing with artifical conception, said Baudouin.

'A legal problem'

He added that there is doubt a surrogate contract would stand up in any provincial court, if challenged by the surrogate mother.

Dr. Louis Dallaire, a doctor at Montreal's Ste. Justine Hospital who also took part in the seminar, said medical staff are concerned about surrogate motherhood, and legal guidelines are needed.

"It's a legal problem, and the lawyers are better able to deal with it," he said.

"Doctors ask themselves questions, but on the medical level it's a pregnancy like any other pregnancy. The rest is a legal problem. In the birthing room it's virtually impossibile to prove (that a mother is under contract.)"

MAY 16

Trudeau maintains his code of silence with media in hot pursuit of every shrug

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APPENDIX 3

SAMPLE QUESTIONNAIRE FOR ONTARIO FAMILY COURT JUDGES

The Law Reform Commission of Canada is currently trying to assess the incidence of surrogate motherhood arrangements (i.e. preconception contracts for the production of children) in Canada. The principal investigator for this project is Professor Margrit Eichler of the Ontario Institute of Studies in Education (Department of Sociology). The research assistant is Phebe Poole.

Surrogate arrangements are defined as an arrangement in which a woman contracts, prior to conception, to bear a child for someone else regardless of whether or not money is involved and regardless of who the donor of the egg or sperm are.

During your judicial career, have you ever encountered a case that you know was the result of a preconception contract?

Yes ________ No ________

If Yes, approximately how many cases have you encountered? ________

Secondly, have you ever encountered a case that you think probably was the result of a preconception contract?

Yes ________ No ________

If Yes, approximately how many cases have you encountered? ________

How long have you been a Judge? ______________________________

Would you be willing to have a brief discussion with Phebe Poole concerning the case(s) you have encountered? (This would be by telephone or in person, whichever is more convenient for you.)

If yes, please print your name and your telephone number.

____

Please return this form to:

Chief Judge Andrews
Suite 2306
700 Bay Street
Toronto, Ontario M5G 1Z6

Thank you very much for your help in this matter.

July 9, 1988

APPENDIX 4

NEWSPAPER ARTICLES ON PRECONCEPTION CONTRACTS WITH CANADIAN CONTENT

Society needs quick decisions on biotechnology, Scott says

TORONTO STAR, MON. AUG. 8/88 Pg. A-3

By Walter Stefaniuk Toronto Star

GENEVA PARK, Ont. — Society has "three minutes to midnight" to determine how it wants to shape the new biotechnological age, Ontario Attorney-General Ian Scott said yesterday.

Governments can't set the future without public consensus on the enormously complex issues ahead, he told the 57th annual Couchiching Conference.

The conference at this resort near Orillia in four days has heard of a range of biotechnological inventions or possibilities — from cross-species splicing of genes for food and pharmaceutical products, to man-made viruses for war, to the prospect that a man could give birth to a baby.

Difficult to imagine

New rights, new regulations and issues that are difficult to imagine lie ahead, Scott told a forum on the role of governments under the conference theme Biological Engineering: Blessing or Curse.

He gave the example of the "simple question" of surrogate parenthood and its ramifications for both society and government. "We can accept the general proposition that a happily married but infertile couple should have the advantage of a child by this new technological advance," he said.

But he said it was a short step to talking about the kind of child they wanted. With genetic engineering and other techniques, it raises all sorts of issues.

"They want to have a little boy, rather than a little girl. Easy to arrange. They would like to have a boy of a certain height. They would like to have a little boy whose genetic deficiencies are removed. They would have a little boy with a certain character of mind.

"All of a sudden we have the capacity — unregulated — to allow parents to choose the makeup of society that will succeed us."

He said that this will be a product available only to the rich or middle class who can afford it, unless made available to all by the taxpayer.

"If it is for the rich to plan what their children are like, how bright their children are and what defective genes are removed, what does that say about families that do not have those advantages or about people with defects?" he asked.

"Do we regard those persons who have not been the beneficiaries of genetic engineering as in some sense unequal, or less able, or less worthy?

"Do we create a class of unintelligent drones to do backbreaking work of humans?"

Scott said the provincial government will soon be addressing the issue of surrogacy.

He said it requires development of medical standards and clarifications of the rights of the donor, parents and embryo. The legal status of an unborn embryo also has to defined.

"For what purpose may it be used? How shall it be cared for? Can it be destroyed? Under what circumstances? By whom? By what authority?

"So surrogacy in a sense is a straightforward biotechnological advance, generally perceived to have some beneficial potential, presents this extraordinary host of difficulties," he said.

Fetal tissue

When the public has difficulty in reaching a consensus, such as on the use of fetal tissue, governments are "fundamentally powerless" to act in setting regulations, Scott said.

Panelist Professor Bernard Dickens of the University of Toronto's law faculty, told the forum not to expect too much from governments and, when they act "biotechnology will be governed by a political agenda."

Swedish diplomat and businessman Knut Hammarskjold, brother of the late United Nations secretary-general who spoke at a forum on facing up to the challenges, said in an interview that governments should take an active role.

He described Scott as a "a wait-and-see man. That attitude is for the past. Evolution is so fast now, especially in the field of biotechnology."

In an interview, Scott said it was no use passing bills that the public won't support.

"Regulations and lawmaking only survive if they represent the consensus of the public view.

IAN SCOTT: Attorney-general says law soon to be made on surrogate parenthood.

Toronto Star **Date:**

Surrogate mother defends her role

Child Birth

By Paula Adamick
Special to The Star

LONDON, Ont. — A Toronto couple has taken possession of a baby boy in what is thought to be the first surrogate mother case in which all the participants were Canadian.

The surrogate mother, Laura Walker of London, Ont., said yesterday that having the baby for the couple was a wonderful, uplifting experience.

Walker, 33, said she received a picture of the boy in the mail yesterday and a dozen red roses from his grateful parents, who do not want to be identified.

Walker

She said she decided to tell her story because of "newspaper and magazine stories which slammed surrogate parenthood.

"There are just no positive stories out there, and the reports make it look like most surrogate mothers are dumb women who do it just for money. But this is not usually the case at all."

Walker said this impression will not help to frame good legislation for surrogate motherhood, and it also fails to educate people about its positive aspects as a solution for infertile couples.

Provincial Health Minister Elinor Caplan said yesterday that surrogate motherhood and other new reproductive methods have raised several ethical issues.'

"We have a number of concerns," Caplan said in an interview with The Star's Matt Maychak.

"We've set up some working groups to look at some of the issues . . . . The impact on women and families is new. I think every one of us, when we think about it, is or should be concerned about it.

Walker said yesterday she met the Toronto couple through Michigan lawyer Noel Keane.

Keane also arranged the contract under which Mary Beth Whitehead Gould bore the infant who became Baby M in a landmark lawsuit in the United States. Custody of the baby was awarded to the natural father, although Gould decided she wanted to keep the baby.

Donna Regan, a surrogate mother who founded Surrogates by Choice, a support group that operates out of Keane's office, said Walker's is the first arrangement in which the couple and the surrogate mother were all Canadians.

Other babies have been born to surrogate mothers from Ontario, she said, but have been fathered by American residents.

Walker, who has two sons from a previous marriage, said she and the Toronto couple had a "great relationship" after she became pregnant by artificial insemination.

When she called them May 12 to say she was going into labor in a Detroit hospital, they left immediately and were present for the birth of a 7-pound, 13-ounce boy shortly after noon on May 13.

MAY 27 1988

May 26/88

London Free Press

Children

See **WATER** A2 ▸

Surrogate deal may hit legal snag

ᵓrincipals varned adoption ıot easy

' Nick Martin
ndon Free Press

\ Toronto couple who entered a rogate motherhood agreement h a London woman may face le- problems in Canada and the ited States, officials on both es of the border warned dnesday.

he couple paid 33-year-old Lon- er Laura Walker $10,000 plus enses to deliver a child. She artificially inseminated with a onto man's sperm at a Detroit ility clinic and she delivered a at a Detroit hospital May 13.

ichigan lawyer Noel Keane, has arranged 200 surrogate herhood deals, has advised the onto couple to take the baby to ida so that the mother can le- adopt the child.

ane said Florida has a "step- nt adoption law" that doesn't ire residency in the home . Canadians adopt in the U.S. he time, he said.

t John Miller, legal counsel for ida's state department of h and rehabilitative services, in a telephone interview nesday the couple would likely e able to use Florida law to t the child.

d a Canadian immigration sman in Ottawa urged Walker e couple to head for the near- fice of the Canadian secretary te lest they run afoul of Canadian, American, provincial or state laws.

Miller said a mother or anyone placing a baby for adoption in Florida must have a primary Florida residence which is occupied at least six months of the year or be employed in Florida.

The adoptive parents can only live outside Florida if they are relatives or step-parents, said Miller, who doubted the definition would include men who have donated their sperm for insemination of a surrogate mother.

It is also illegal under Florida law for adoptive parents to pay more than basic support and medical costs to the mother who gives the baby up for adoption.

"I don't think we've been faced

See **SURROGATE** A2 ▸

Julie Matus London Free Press

Two weeks after having a baby, Laura Walker and her common-law husband, Gerry Lane, talk about her experience as a surrogate mother.

Ontario predicts erosion of power

By Peter Gorrie
Canadian Press

TORONTO — The power of provincial governments to make social and economic policies — including energy pricing, resource development and health care — will be dramatically reduced by free trade with the United States, says the Ontario government.

The government released a study Wednesday that it hopes will persuade other provinces to oppose the deal.

"The United States ... will have the right to insist that our national government intervene in a whole range of matters which fall under provincial jurisdiction," Attorney-General Ian Scott said in the legislature as he released an analysis of the legal and constitutional effects of the pact.

"Provincial attempts to respond to the social and economic needs of their citizens will be severely constrained."

The study says the trade deal would make the United States "a third party at the constitutional bargaining table, empowered to influence a wide range of vital public policies."

Among the incursions:

- Provinces would be unable to offer cheaper energy to encourage industrial development.
- Americans could claim equal access to natural resources, including water, even in times of shortage.

■ Rough Senate road A7

o postal code to bring 10-cent fine

Western diplomat said the Soviets are throwing a lot of energy into preparations for the summit.

The Soviets want to show the world that they can put on as good a show as the Americans did at the Washington summit last December.

make their own booze.

There is lots of tea, which the Russians like sweetened with a spoon of jam, and there is coffee in the coffee shops.

the special conference of the
ty at the end of June.

The conference has been
Gorbachev's program for eco

'I feel like a special person'

Surrogate mom proud of achievement

By Jane Sims
London Free Press

Laura Walker just wanted to have another baby.

"I wanted to go through the experience of childbirth again," said the 33-year-old who already has two children from previous relationships.

The London woman decided to be a surrogate mother.

Nine months ago, Walker was artificially inseminated with a Toronto man's sperm at a Detroit clinic. The Toronto man and his wife paid her $10,000, plus expenses. Walker gave birth to a boy May 13 in Detroit and the baby is now living with the couple in Toronto.

The couple made an arrangement for a surrogate parent through Dearborn, Mich., lawyer Noel Keane, who has arranged more than 200 surrogate births for clients in the United States and around the world. Keane has advised the couple to go to Florida to legally adopt the baby.

Walker decided to tell her story because she's tired of reading negative stories about surrogate parenting. "I feel like a special person. I feel I've done something I can be proud of."

Her common-law husband, Gerry Lane, 44, father of three from a previous marriage, wasn't interested in having any more children.

He heard a Detroit radio program and saw Keane's ad in the newspaper while he was away on business. He and Walker talked about having a child of their own, but thought acting as a surrogate might be the answer to her need to have another child.

Walker and Lane contacted Keane a year ago. In a month, she was matched with the Canadian couple and signed a contract.

The fee for carrying the child was $10,000 plus all her expenses, which included maternity clothes, travelling expenses, accommodation and legal fees. Keane's fee was also $10,000.

After a medical and psychological exam, she was inseminated with the natural father's sperm in Detroit. "The insemination took the first time," Walker said, and it was only two weeks later she knew she was pregnant.

The couple and the surrogate mother remained in close contact throughout her pregnancy. "I was part of helping a dream or a goal they had .... I know they are wonderful people," said Walker.

From the beginning, Walker said, she knew this pregnancy was different from her first two because "this is not my baby, it's their baby."

She spent most of the pregnancy in London, but her contract stipulated she had to have the baby in Michigan. The couple paid for Walker to stay in Detroit from the beginning of May until the baby was born.

Walker, Lane and the parents were together in the delivery room when the baby was born. When Walker handed the baby to the couple after she was discharged, "they kissed me and told me they loved me."

The London homemaker said she has no regrets about giving up the child and doesn't think she wants to see him. "It would be best for me, the couple and the baby to step aside ... I think it's best they lead their own lives and get on with their family now."

Walker doesn't know if she will act as a surrogate mother again. Right now, she has "the baby blues" and is relying on Surrogates By Choice, a support group in Detroit for surrogate mothers, to work through any post-pregnancy trauma. She credits Lane with being her biggest source of support.

As for the money, Walker said, "it is not terribly important, but it helps a little bit." If she did it again, she said, she would consider carrying a child for expenses alone.

Walker is pleased with the support she has received from friends and family and doesn't have any bad feelings about the experience.

"I can't see who I've hurt ... I've given joy and peace to a couple they couldn't get."

Mother of Baby M calls it barbaric

By Howard Burns
London Free Press

Mary Beth Whitehead-Gould vowed Wednesday to help wipe out surrogate parenthood, which she called "barbaric" and "demeaning."

In a telephone interview from her home in East Brunswick, N.J., Whitehead-Gould said she will use her profile to help convince people that paying a woman to bear a child for an infertile couple is wrong.

Whitehead-Gould, whose battle for custody of Baby M made her the most famous surrogate mom in North America, said she would "like to do whatever I can so it doesn't happen to anyone else."

"If I knew what I know now I never would have gotten involved with it. I was naive and green on the whole situation. I thought it was wonderful, rewarding."

She signed a $10,000 agreement to bear a child for New Jersey couple William and Elizabeth Stern.

She changed her mind after the infant, identified in court documents as Baby M, was born and fled to Florida, touching off an unprecedented legal battle.

The Sterns were awarded custody of the child last year after a New Jersey trial, but Whitehead-Gould was recently granted broad access to baby Melissa, now two.

The baby was fathered through artificial insemination.

"I'm trying to start a new life, but I do feel my voice is heard. I don't think it (surrogateship) helps. It only puts a band-aid on a couple's infertility."

She plans to add her voice to a coalition pressing the U.S. Congress for a law banning all surrogate-parenting contracts and is writing a book on her battle.

Whitehead-Gould, a new mother of two-week-old Austin, said she is trying to rebuild her life with the help of the baby's father — her second husband, accountant Dean Gould.

The two children from her first marriage, Ryan and Tuesday, are also with her.

Whitehead-Gould said she only watched parts of a television miniseries on the historic custody battle over Baby M, which aired Sunday and Monday nights on ABC.

An ABC spokesman in New York City said Wednesday it was an unauthorized version, pieced together from newspaper accounts and public court documents on the case. It was done without any input from the Sterns or Whitehead-Gould.

◆ SURROGATE from A1

with this before," Miller said. While laws can have loopholes, he could see none in Florida's laws which could be exploited. "They may have discovered some quirk in the law they can circumvent. I do not believe it can be done."

Barbara Linthicum, a lawyer in the Florida governor's office, said there is nothing speedy or easy about adopting in Florida. Full documentation must be filed, including complete records of all payments made to the mother.

Once a petition to adopt is made, it takes at least 90 days before a hearing can be held, Linthicum said. Child welfare officials would make a thorough investigation of the adopting couple and report to the court.

Canadian immigration spokesman Gerry Maffre urged the surrogate mother and adopting couple to lay out all the facts to Canadian authorities immediately.

While he would not offer a conclusive opinion during a telephone interview, Maffre said the couple might have trouble taking the baby into the U.S. or could have problems bringing it back to Canada.

"An adoption process might jeopardize the citizenship of the child," said Maffre. "We have to ensure it's an adopting process recognized in the province of destination because they (Ontario) are responsible for the child's welfare."

If the baby were legally adopted in the U.S., it could be considered an immigrant and require a visa and prior approval to enter Canada even though its mother and adoptive parents are Canadian, he said. "They should be sure there isn't some horrible snafu at the border."

Beth Boswell, a special assistant to Ontario Attorney-General Ian Scott, said Ontario has no law covering surrogate motherhood, but it is illegal to pay for an adoption. She could not speculate on the legality of transactions involving Ontario residents which took place in the U.S.

Mike Kurtz, press secretary to Ontario Community and Social Services Minister John Sweeney, said the province would recognize a valid adoption order from a jurisdiction outside Ontario.

An inter-ministerial committee involving health, community and social services, and the attorney-general is studying such issues, Kurtz said. "The whole matter of reproductive technology is being studied by the government. They are looking at all aspects of this, including surrogacy."

◆ AIDS TESTS from A1

workers refuse to work with that person.

However, the commission sets out three special cases in which a

● Positions in which public safety might be jeopardized by the deterioration of the nervous system or brain because of the AIDS virus.

◆ WATER from A1

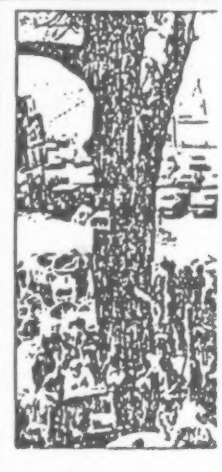
ples showed 200 to 300 kilogra
organic compounds would be
tering the river each hour — a
six times the amount normall
lowed to go out. Company staff
"very alarmed" by the high co
tration.

Polysar officials suspected
acrylonitrile was undergoing
kind of change in the treat
plant, but "we don't know wh
it's never happened before."

A spokesman with the env
ment ministry spills centre sa
has received Polysar's result
was still awaiting ministry te
sults. He said it is hoped the s
lation about the chemical ch
within the treatment plant is
rect, because it would improv
river situation.

Davidson said the spill b
about 5 p.m. Tuesday but Pol
didn't notice a problem until a
10:30 a.m. Wednesday.

Szober said the ministry w
notified until about noon, but t
was still time to protect most d
stream consumers. He said it



Jorry Sanders, owner of
has circulated to save th

◆ BEACH from A1

sue — has already been se

The Devlon Group of Lond
to begin construction in Augu
September on a $12-million,
storey condominium pro
overlooking the beach. De
has agreed to deed beach la
front of the development to
province or village and it
continue as a public beach.

As goes the beach, so goes
ness in the community of 700
manent residents. A basic ru
thumb holds that The Bend
50,000 visitors on a good sum
weekend and up to 100,000
long weekend.

Although the village is pu
ing a more stable economy b
couraging year-round hou
Green said council would n
support a development
meant losing the beach.

Realtor Bob Sharen said
impact would reach far be
village boundaries. Beach u
whether transient or seas

◆ ONTARIO from A1

hospitals, ambulance servi
blood banks, medical clinics
other health services, and get
sidies and other provincial
ments.

● Provinces might lose the
to regulate service industries
as travel agencies and insura
companies.

2 of 2

Toronto Star Date:

(Child Birth)

Surrogate motherhood called a form of slavery

EDMONTON (CP) — Surrogate motherhood creates a form of slavery, a medical ethics expert says.

Dr. Christine Overall told participants at a recent maternal health fair that couples who hire a woman to bear a child for them are not just renting a womb, but buying a baby.

"This is, in a sense, a form of slavery," she said.

Overall, a professor of philosophy at Queen's University in Kingston, says Canadian law does not consider contracts between a couple and a surrogate mother legal.

As a result, it is difficult to know how many Canadian couples pay another woman to bear the man's child. But Canadians use American "surrogacy brokers" that match a childless couple to a prospective surrogate for a $30,000 fee. The brokers also recruit Canadian women as potential childbearers.

The surrogate is impregnated with the male buyer's sperm through artificial insemination, Overall said. Occasionally, the woman is implanted with a fertilized egg.

Brokers screen the surrogates for race, health, intelligence and physical attractiveness.

Photos of the potential surrogate and her existing children are often included in a catalogue that couples leaf through when deciding which woman to hire, Overall said.

"We might wonder what's being bought — a new baby or a new car."

Problems have arisen when the child is born disabled. The surrogate does not want to keep the baby and neither does the buying couple.

Studies show a very large number of the women who agree to rent their bodies are unemployed or on welfare. Most have high school education or less.

"Of the $30,000 fee charged by U.S. brokers, the woman gets $10,000. This works out to $1.54 an hour for the nine-month pregnancy."

MAY 26 1988

Behavior can alter immune system expert says

LONDON, Ont. (CP) — When a person comes down with a nasty cold, stress could be the culprit.

Growing scientific evidence indicates feelings and behavior can alter the immune system, the body's protection against infection, a U.S. health specialist told a recent symposium in London.

At greatest risk are those with poor immune function, such as the elderly, said Janice Kiecolt-Glaser, associate professor of psychiatry at the Ohio State University College of Medicine.

Toronto Star Date:

Quebec urged to ban surrogate motherhood

child birth

By Robert McKenzie Toronto Star

QUEBEC CITY — Surrogate motherhood should be outlawed in Quebec, says a committee of the Quebec Bar Association.

A committee report proposes penalties against anyone involved in a case of "substitute maternity."

It also says other aspects of "new reproductive technologies" — in vitro fertilization, artificial insemination and everything involving the handling of human embryos — should be subject to strong restrictions.

The committee is headed by Jean-Louis Beaudoin a law professor at the the University of Montreal.

At a news conference yesterday, Beaudoin said Quebec has become a "privileged terrain" for surrogate motherhood.

Quebec women, he said, are being hired to bear children for American couples in order to benefit from the free doctor and hospital care available under the Quebec medicare system.

No statistics exist on the extent of the problem, Beaudoin said, but there is every reason to believe that this kind of "procreative tourism" is widespread here.

Substitute maternity should be strictly banned, and contracts with surrogate mothers should be declared void in Quebec on the grounds that they are "contrary to public order," the committee recommends.

APR 29 1988

family [illegible] [illegible] [illegible]

ACHING FOR A BABY

SOME CHILDLESS COUPLES DIDN'T CHOOSE TO BE THAT WAY

9/6/2

By SUSAN SCHWARTZ
of The Gazette

For a long time, Cynthia Scott was vague when people asked when she and her husband were planning on having children.

"You never know," she'd say.

Now, frustrated after four years of trying to conceive the child they both long for, she says: "I would like very much to have children. But I'm not able to." That stops people, but quick.

Health officials estimate that 15 per cent of Canadian couples are infertile.

While it's difficult to determine whether infertility rates have increased in the past 10 or 15 years — statistics don't ask why someone is childless — there are reasons to believe that the rates are up.

Couples who spent their 20s on their careers and want families in their 30s — and the number of these couples is growing — are more likely to have difficulty conceiving simply because they are older. As well, people are talking about infertility more now — and attending infertility clinics more.

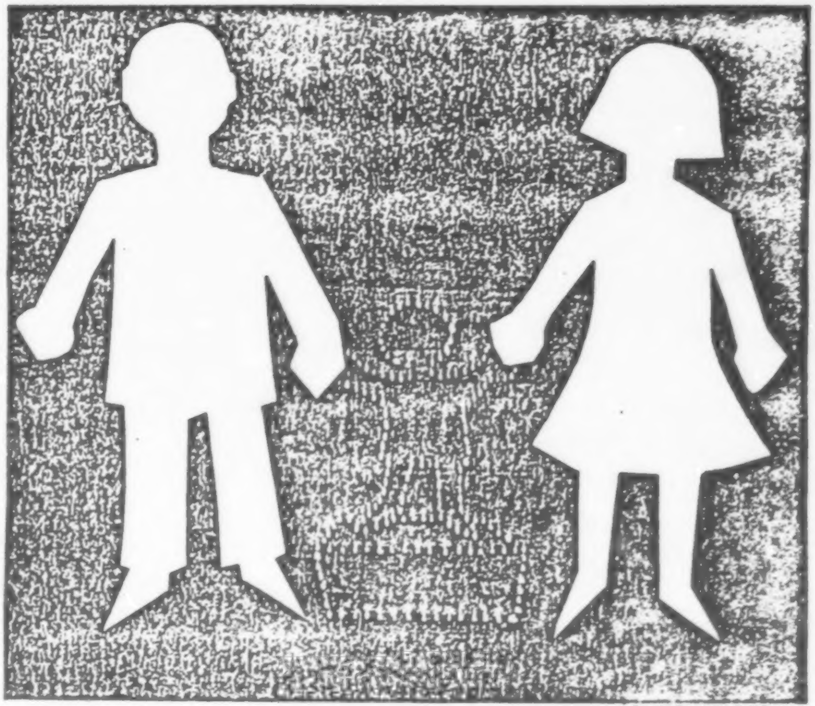
On the up side, medicine can now help many infertile couples with reliable drugs to induce ovulation, microsurgical techniques to repair damaged or blocked fallopian tubes, and test-tube fertilization, among other things.

On the down side, doctors say that as many as half of all couples who have fertility problems will never be able to have children.

And if Cynthia, who is 33, and her husband of eight years, Jim Brown, decide they want to adopt, they face a wait of up to nine years for a healthy baby.

So, for now, nursery-rhyme pictures Jim bought for the baby's room back when he and Cynthia assumed the blessed event was imminent languish in a drawer — as do the patterns Cynthia chose for maternity clothes.

They have been treated at an infertility clinic for three years and the romance is long gone from sex. Intercourse is planned now, dependent not on their mood but on body temperature and mucus consistency. They know all about post-coital trips to hospital to look at how his sperm interacts with her cervical mucus.



Gazette illustration, Paul [illegible]

As one childless man said, "You feel like having a child is a right and you're deprived of it."

Mutual misery

They have two sets of friends: the ones they've pretty well withdrawn from because they can't relate to infertility problems; and those who are also having trouble conceiving. With them, they've they've bonded in a fellowship of mutual misery; conversations often have an element of gallows humor.

One friend told Jim of being directed to a hospital washroom with a container into which he was to ejaculate. As he stood in the cubicle, trying to make it happen, a janitor happened in, pulling a pail, and proceeded to mop the floor around his toes.

Cynthia and Jim, as well as the other couples in this story, agreed to be interviewed, but for privacy asked that their real identities not be used.

Intellectually, Cynthia and Jim realize they might never have children. But they haven't crossed that bridge. Like many other couples, they embark on most months full of renewed optimism — until she gets her period.

"The emotional impact every month is incredible," Cynthia said.

"You work yourself up to have this baby and, subconsciously or consciously, you've decided on the name, how your life will change. Then your period comes along and it's like the baby died. Every month we go into this private mourning."

So far, they have been sustained by the fact that, just as they start to lose hope, the fertility specialist finds something new in his bag of tricks. And so the next two months or six pass in the cycle of elation and despair.

Emotional pain

They wish desperately for a child

cannot understand. If they did, they wouldn't say things like: 'You can have my kids for the weekend and you won't want your own.' I've taught for years. I know about kids, thank you."

Infertility can strain even the strongest marriage.

"It's extremely emotional," Jennifer said. "It could be anything that sets me off, not just the fact that I've spotted and my period is coming. Is my husband not sympathetic? Does he not care?

"The strain, month after month! We went through two years of artificial insemination. He's ejaculating in a jar and I'm rushing off to the doctor's office.

"Or we're arguing over the interpretation of the temperature chart (to determine her most fertile time) and maybe we missed it this month.

Blame each other

"We can't afford to miss a month.

"So you get all geared up, you don't even know necessarily that it's the right time of the month, you want to watch *St. Elsewhere* on television and before you know it, it's 12:30 a.m. and you're lying there with your legs in the air (to urge sperm up into the cervix)."

"Sex becomes quite mechanical," Philip, a businessman, concurred, drily.

Partners may blame each other — or themselves — for the situation.

"I'm the one who went through the surgery, the drugs. They're my (fallopian) tubes that are scarred," Jennifer said. "You wonder whether at age 15 you would have conceived."

The fallopian tubes are two narrow conduits through which an egg should travel from the ovary to the uterus.

After sometimes painful, often humiliating and always frustrated attempts at conception, Cynthia underwent surgery last fall to remove scar tissue from her tubes. She was in hospital one week and home for six.

Board members of the private school at which she teaches debated whether they'd pay for her time off before deciding they would. One apparently suggested the surgery was cosmetic.

"This shows you how it's viewed," said Cynthia's husband. "They had no idea what we'd been through emotionally before that decision."

Baby toys and clothes and TV commercials and movies with babies in them are often painful reminders of their involuntary childlessness.

Sandra Stein, 36, and her husband, Mitchell, have been trying for five years to have a child. "For the past three years, we've stayed away from people with new babies. They can't help talking about them. We couldn't listen," she said.

The Potters get along famously with their friends' kids. But when a couple recently adopted a child after a wait of several years, "although we were pleased to the nth degree for them, we were jealous," said Philip. "We got in the car, looked at each other and said: 'They're lucky. Why can't it be us?' "

News of a friend's pregnancy is sometimes equally bittersweet.

"It's like their good fortune is your misfortune — even though they're unrelated and you know that, intellectually," said Margaret Storrs, 41. She and her husband have been trying for 15 months to have a child.

Infertile couples may have strong views on other people's children.

"You'd hear about abused children and you'd say of their parents: 'Why them?' Why are they allowed to have a baby?" Cynthia said.

Infertile couples grapple with a question other couples often don't deal with: Why they want to bring children into an overpopulated world where 78 million more people are born each year.

"I want Philip's parents to have a grandchild who bears their name," Jennifer said. "I want to see what we can produce. I've had a name for a girl since I was 3. I've seen so many lousy parents as a teacher. Would I be a lousy parent or would I be as good as I think?"

Last for a while

Mitchell Stein said: "You feel having a child is a right every human being should have and you're deprived of it."

But at a certain point in the struggle to conceive — it's different for different people — every couple says: No more.

Cynthia and Jim have decided her tubal microsurgery was "the last thing we're going to do for a while." They've ruled out *in vitro* (test-tube) fertilization for now. "It's just too invasive. I feel I've had as much tampering with my system as I can handle for now," Cynthia said.

Yet even in this personal decision, couples are often troubled by an implied perception that somehow they aren't doing as much as they could.

"If I decide not to have *in vitro* fertilization, it's not because I don't desperately want a child," Jennifer said. "Don't look at me and assume I don't want kids. People just don't understand the emotional factor."

Jim said: "Ever since we were kids, we had the thought that some day we would grow up, get married and have kids. If it doesn't work out, it will take a long time to come to terms with it."

Where to turn for help

Infertility is medically defined as the inability of a couple of childbearing age to conceive after a year of trying, with regular intercourse and no contraception.

For some couples, it's the first time they haven't managed to suc-

Hospital and can be reached at 340-8266.

While there is little in the way of organized group services for infertile couples, an organization called the Association québécoise pour la fertilité was established last June as "a whether infertility rates have increased in the past 10 or 15 years — statistics don't ask *why* someone is childless — there are reasons to believe that the rates are up.

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Emotional pain

They wish desperately for a child.

They wish also that their friends were more understanding of their frustration and emotional pain. Well-meaning friends may complain about their unplanned pregnancies. New mothers may whine about how difficult it is to adjust to motherhood.

"I'm sure it is," Cynthia said. "But for now, I don't want to hear about it."

When her brother encouraged her to take a vacation and just relax, she said: "We have physiological problems here. No matter how much I relax, it won't correct what's wrong."

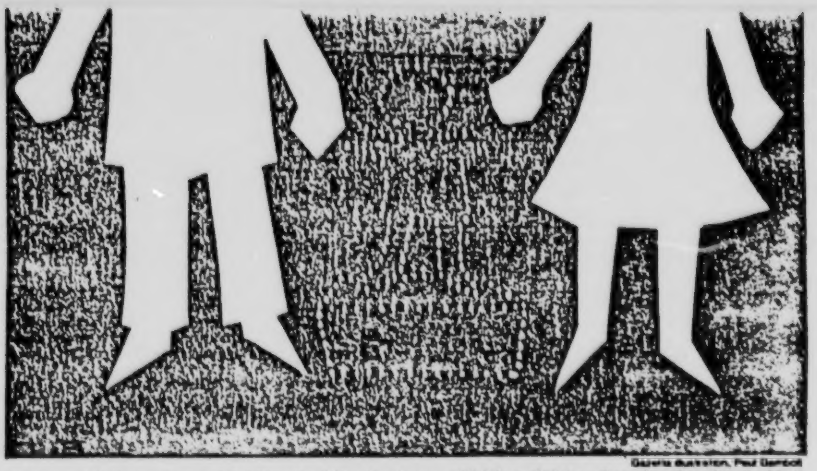
"And I'm sick and tired of hearing: 'Just adopt a baby and you'll get pregnant like that.' Adopt — with a seven- or nine-year waiting list?"

Jennifer and Philip Potter, both 38, have been trying to have a baby since they were married four years ago.

"We know you'll be successful," friends reassure them.

Jennifer says: "You've had major surgery and drug therapy and it hasn't worked and you feel like throwing a cup at them and saying 'You don't know.'

"People who have not gone through it cannot understand. If they did, they wouldn't say things like: 'You can have my kids for the weekend and you won't want your own.' I've taught for years. I know about kids, thank you."



Gazette illustration, Paul [illegible]

As one childless man said, "You feel like having a child is a right and you're deprived of it."

Infertility can strain even the strongest marriage.

"It's extremely emotional," Jennifer said. "It could be anything that sets me off, not just the fact that I've spotted and my period is coming. Is my husband not sympathetic? Does he not care?

"The strain, month after month! We went through two years of artificial insemination. He's ejaculating in a jar and I'm rushing off to the doctor's office.

"Or we're arguing over the interpretation of the temperature chart (to determine her most fertile time) and maybe we missed it this month.

Blame each other

"We can't afford to miss a month.

"So you get all geared up, you don't even know necessarily that it's the right time of the month, you want to watch *St. Elsewhere* on television and before you know it, it's 12:30 a.m. and you're lying there with your legs in the air (to urge sperm up into the cervix)."

"Sex becomes quite mechanical," Philip, a businessman, concurred, drily.

Partners may blame each other — or themselves — for the situation.

"I'm the one who went through the surgery, the drugs. They're my (fallopian) tubes that are scarred," Jennifer said. "You wonder whether at age 15 you would have conceived."

The fallopian tubes are two narrow conduits through which an egg should travel from the ovary to the uterus.

After sometimes painful, often humiliating and always frustrated attempts at conception, Cynthia underwent surgery last fall to remove scar tissue from her tubes. She was in hospital one week and home for six.

Board members of the private school at which she teaches debated whether they'd pay for her time off before deciding they would. One apparently suggested the surgery was cosmetic.

"This shows you how it's viewed," said Cynthia's husband. "They had no idea what we'd been through emotionally before that decision."

Baby toys and clothes and TV commercials and movies with babies in them are often painful reminders of their involuntary childlessness.

Sandra Stein, 36, and her husband, Mitchell, have been trying for five years to have a child. "For the past three years, we've stayed away from people with new babies. They can't help talking about them. We couldn't listen," she said.

The Potters get along famously with their friends' kids. But when a couple recently adopted a child after a wait of several years, "although we were pleased to the nth degree for them, we were jealous," said Philip. "We got in the car, looked at each other and said: 'They're lucky. Why can't it be us?' "

News of a friend's pregnancy is sometimes equally bittersweet.

"It's like their good fortune is your misfortune — even though they're unrelated and you know that, intellectually," said Margaret Storrs, 41. She and her husband have been trying for 15 months to have a child.

Infertile couples may have strong views on other people's children.

"You'd hear about abused children and you'd say of their parents: 'Why them?' Why are they allowed to have a baby?" Cynthia said.

Infertile couples grapple with a question other couples often don't deal with: Why they want to bring children into an overpopulated world where 78 million more people are born each year.

"I want Philip's parents to have a grandchild who bears their name," Jennifer said. "I want to see what we can produce. I've had a name for a girl since I was 3. I've seen so many lousy parents as a teacher. Would I be a lousy parent or would I be as good as I think?"

Last for a while

Mitchell Stein said: "You feel having a child is a right every human being should have and you're deprived of it."

But at a certain point in the struggle to conceive — it's different for different people — every couple says: No more.

Cynthia and Jim have decided her tubal microsurgery was "the last thing we're going to do for a while." They've ruled out *in vitro* (test-tube) fertilization for now. "It's just too invasive. I feel I've had as much tampering with my system as I can handle for now," Cynthia said.

Yet even in this personal decision, couples are often troubled by an implied perception that somehow they aren't doing as much as they could.

"If I decide not to have *in vitro* fertilization, it's not because I don't desperately want a child," Jennifer said. "Don't look at me and assume I don't want kids. People just don't understand the emotional factor."

Jim said: "Ever since we were kids, we had the thought that some day we would grow up, get married and have kids. If it doesn't work out, it will take a long time to come to terms with it."

Hard fact

Philip said: "That there could be no children in our lives is a reality. We're looking at a very slight chance of having a child or adopting, other than a disabled child. That's a hard fact. You've got to face reality. What have we got? We've got each other and two cats."

Jennifer, who once considered couples who talk to their pets like children distasteful, now hears herself saying such things to her own cats as, "In a minute, Daddy will give you num-nums." She is philosophical.

"I wonder if I had a child now, would I have the strength to look after it properly?" she asked. "Having married older, we've had a life without children. I wonder if we might not have had more difficulty adjusting to marriage had we had children."

Her husband said: "The long and the short of it is that there will be a void in our life. It doesn't mean we won't be content. But there will be a void."

• *Childless couples can still share with kids. Page B-11*

Where to turn for help

Infertility is medically defined as the inability of a couple of childbearing age to conceive after a year of trying, with regular intercourse and no contraception.

For some couples, it's the first time they haven't managed to succeed at something.

The impact can be devastating.

Infertile couples often feel a tremendous sense of isolation, said Montreal psychologist Janet Takefman, who is doing research on the psychological aspects of infertility. She also counsels infertile couples.

Need to know

"It is short-term therapy," she said. "These couples are going through a crisis and they need coping skills." They need to know it's normal to be depressed and for sexual interest to wane with sex by the calendar. They also need to know how to deal with the cycle of elation and despair.

Women often experience more emotional stress than men — no matter who has the fertility problem, Takefman said, and therapy can help men to feel they have "permission" to express loss.

Takefman works in the sexual dysfunction clinic of the Jewish General Hospital and can be reached at 340-8264.

While there is little in the way of organized group services for infertile couples, an organization called the Association québécoise pour la fertilité was established last June as "a voice for the couples being treated in infertility clinics."

Not covered

The association, which has more than 40 couples as members to date, is an information, support and lobby group. Meetings have been held in several hospitals in this province.

Quebec medicare is one of two provinces that do not cover reproductive-technology procedures such as test-tube fertilization. Association members would like to change that.

While the association has no funding and no phone, you can write to 8000 Langelier Blvd., Ste. 804, St. Léonard, Que. H1P 3K2.

Several Montreal hospitals have infertility clinics, including the Royal Victoria, Queen Elizabeth, St. Mary's and Hôpital St. Luc.

Hôpital Maisonneuve-Rosemont, the Royal Vic, the Queen Elizabeth and other hospitals offer reproductive technology programs of varying scope as well.

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BABIES CASH ON DELIVERY

By ANDREW ROSS
Staff Reporter

Two Vancouver couples have shelled out $30,000 each for babies.

They're among 120 couples from as far as Japan, Italy and Australia now waiting for a Los Angeles agency to hand them a child.

"Most spent years and lots of money trying to resolve their own infertility, then trying to adopt," says Kathryn Groghan, an official of the Centre for Surrogate Parenting Inc. in Beverly Hills.

The $30,000 includes a $10,000 fee to the surrogate and a $13,250 fee to the centre, Groghan said.

The rest covers insemination charges, adoption and legal costs and the surrogate's maternity clothing and life insurance.

"We get about 25 calls a week from women wanting to be surrogates but we only accept one of every 20 applicants," Groghan said. "We don't accept anyone who's doing it primarily for the money."

She said 11 surrogates hired by the centre are currently pregnant. All are Californians.

And in the 65 births arranged by the centre since it opened in 1980, no surrogate has reneged.

"We've never had a Baby M case," she said, referring to a landmark New Jersey decision last year in which a surrogate mom lost custody of the girl she bore while under contract.

Staff photo by Gerry Kharmann

Marc Reid and Giann Goncalves check out photo highlights.

They ai at stardo

By STEVE BERRY
Staff Reporter

There are two little stars burning bri
Vancouver's Killarney community.

Marc Reid, 11, and his sister, Giann
calves, 9, have caught the eye of big-time
producers.

Marc, a veteran of television commerci
shows, acted with moviedom's John Tra
the film The Experts.

It was shot here and in Niagara-on-th
Ont., last year. Giann stood in for close-

Travolta, who became a family friend,
struck with the cherubic Giann that he's
ing to have her play his movie-daughte
upcoming film to be shot in L.A.

"He took a real liking to the kids," s
terrific-two's mom, Margarita Reid, 40.

"He seems to get on very well with c
and he's asked that Giann be in hi
movie."

The dazzling duo, who made their s
models, have never had an acting lesson

But meet them and you understanc
attracts the movie moguls — their direc
their quick smiles and their poise.

They get their dark good looks fron
Scottish mom and Portuguese dad, M
Goncalves, 31.

"The people who are in the business
say they've both got a natural ability for a
said the proud Margarita.

"Even when they're tired, they get in fro
camera and they seem to light up."

The Prov. Wed Feb 17/88

The Sun/ Feb 17/88

Surrogate ad draws flood of volunteers

By PAMELA FAYERMAN

A Surrey couple advertising for a surrogate mother to bear their child has been swamped with calls from women — all responding to a leaflet distributed to thousands of homes in the Lower Mainland.

From 50 or 60 phone conversations with volunteers, the couple narrowed the field to a few women whom they have met in private. But no final decision has been made and the pair — who identify themselves only as John and Pat — are still searching for the right candidate.

"We are doing this because we love children and the waiting list in this province for an adoption is five years — and we are anxious to have a child much sooner than that," said John.

"We also want a child that is at least half biologically related to us," he added. John intends to have his sperm artificially implanted in the prospective natural mother.

John said he and his wife are unwilling to attract notoriety over their situation — and are well aware of potential problems should the natural mother change her mind and want to keep the baby once it is born.

"We know there are no absolute guarantees and all we can do is screen the women carefully and select one who is emotionally mature, someone we can deal with

Please see SURROGATE, A2

SURROGATE

Continued from page one

on a basis of trust, without any legal complications."

As for payment, John said the couple intends to compensate the natural mother for any loss of wages due to the pregnancy, for maternity clothes and for expenses connected with medical bills — taxi fare to the doctor's, for example.

Under B.C. adoption law, it is a summary conviction offence to pay for an adoption. Suzanne MacGregor, spokesman for the B.C. branch of the Canadian Bar Association, said the area the Surrey couple is entering is "very grey and very complex, and they will probably run into all kinds of problems."

"Technically, this is considered an adoption because the natural mother is giving up the infant and turning it over to other custodians. I can't imagine something like this would fly (without legal problems) because the superintendent of child welfare would have to intervene to protect the best interests of the child."

John, who will say only that he is a consultant and his wife is a nonworking nurse, said he has spoken to a lawyer — whom he would not name — and was advised that the deal would not be subject to adoption law.

He also admitted that he has been contacted by the Delta police, although police have said there is nothing illegal about what he has done.

John said he tried placing an ad in several newspapers but was turned down — and that's why the couple opted for the mass distribution of leaflets addressed to "the woman of the household."

One woman who received the leaflet, Lauris Thunderchild, said she was shocked by the audacity of the couple and was "appalled and horrified to receive this bid for the sale of a child."

John said he has received several antagonistic phone calls from people berating them for "contributing to the degradation of society."

"Despite this, we feel it is worth all the stress in the long run because we want a child and we don't want to wait five more years.

"It is in fact like renting another woman's womb, yes, but a lot of things in society are for rent and this isn't going to demean the mother or the child."

John said he plans to sign a simple contract with the natural mother.

"We will place some money in trust with a lawyer, and the natural mother will get nothing if she has a miscarriage or a stillborn. If the baby is born with some kind of a defect, we will of course honor the agreement because that is the chance you take in any pregnancy."

John said the couple already has a two-year-old daughter who was adopted privately. They are both in their 30s and have been married several years. John's wife, Pat, is infertile and has been operated on unsuccessfully a number of times in a bid to reverse the problem.

John said he has been told by numerous Vancouver doctors that they will not be able to have the artificial insemination done here because of the potential legal complications — so "we investigated going south of the border and it seems that is the route we will take once we find a suitable woman willing to go ahead."

The Province Wednesday, Feb. 17, 1988

His rent-a-moms are ready

By ANDREW ROSS
Staff Reporter

The husband of an infertile Surrey woman says 12 women are "all set to go ahead" and carry his child.

And he says 12 others are interested in becoming his surrogate child-bearer.

But he still hasn't found a doctor willing to consummate the deal.

The man, who will identify himself only as John, said he and his wife mailed "a few thousand" leaflets at random to homes in Surrey, White Rock, Langley and Abbotsford.

He told The Province last night that he and wife Pat gave up on B.C.'s adoption system because the pickings are too slim.

"There are about 1,500 couples in B.C. wanting to adopt newborns right now, according to the government adoption service," John said.

But each year only 200 newborns are available for adoption.

John refused to say how much he and Pat are offering to pay for a surrogate. He indicated, however, that it would be well below the normal $8,000 to $10,000 fee paid by U.S. couples.

"We're looking for a surrogate whose prime motivation is to help a couple have something they couldn't otherwise have," he said.

The couple's ideal surrogate would be aged 20 to 25, already a mom, "emotionally stable" and a non-smoker during pregnancy.

She'd have to sign a contract agreeing to hand over the child for adoption by the couple 10 days after birth.

But John admitted that a contract likely wouldn't stand up in court if the woman changed her mind and refused to surrender the baby.

And he's still looking for a doctor to perform the artificial insemination.

"The doctors we've contacted won't do it," he said. "They'll only deal with the sperm bank where the donors are anonymous. So it may mean a quick drive to Bellingham."

Meanwhile, response to their leaflets has been "so favorable" that John and Pat have set up a

surrogate mothers information service.

HELLO :

MY HUSBAND AND I WOULD LIKE TO CONTACT A WOMAN WHO WILL ACT AS A SURROGATE MOTHER TO HAVE A CHILD FOR US.

THE WOMAN WOULD RECEIVE COMPENSATION FOR HER EXPENSES DURING THE PREGNANCY.

IF YOU ARE INTERESTED IN SPEAKING WITH EITHER MYSELF OR MY HUSBAND ABOUT POSSIBLY ACTING AS A SURROGATE MOTHER TO GIVE US A CHILD PLEASE CALL. WE WILL DEAL CONFIDENTIALLY WITH ANYONE WHO PHONES. I AM A REGISTERED NURSE.

Globe & Mail **Date:**

FEB 11 1988

B.C. couple advertise for surrogate mother by sending leaflets

Child

Canadian Press

VANCOUVER

A couple in suburban Surrey have sent out leaflets asking for the services of a surrogate mother. Identified only as Pat and John, they offer to pay an unspecified amount to the woman who bears their child.

Leaflets addressed to the "woman of the household" were delivered by mail this week to homes in Surrey, Delta, Abbotsford and Langley. The leaflets include a telephone number.

"As far as we can tell there's nothing illegal about it and we've had no complaints," said Staff-Sergeant Ron Wood of the Delta police.

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INSIGHT

(Child birth

Rent-a-womb world remains ethical puzzle

Politicians accused of failing to provide leadership on issues that critics claim beg for answers as we face age of 'the motherless child'

By Elaine Carey Toronto Star

Tony and Mavis Howlett will leave for Detroit at the end of the month for one last desperate and expensive try to have a baby of their own.

At Detroit's Hutzel Hospital, doctors will remove eggs from Mavis' ovaries, fertilize them with her husband's sperm and implant them in the womb of a woman who has agreed to carry their baby.

The Howletts had to mortgage their Pickering home to come up with the $10,000 fee for the lawyer who arranged the agreement and a further $10,000 for the 28-year-old mother of three who will carry the child. As well, each attempt at a pregnancy will cost $4,500 in medical bills.

"I wanted a child that I was the mother of so a surrogate would be less likely to want to keep it," said Mavis, 40, who had her uterus surgically removed last year after cancer was detected.

In the brave new world of reproductive technology, couples will go to any lengths to get a baby of their own. Or to get a baby of the right sex.

It is now possible for a child to have five people claiming to be his or her parents — a sperm donor, an egg donor, a surrogate who provides the womb and the couple raising the child.

A Toronto clinic now caters to couples who want a child only if it is the right sex. Embryos are frozen for future implantation in the mother or someone else and are also used for medical experiments.

There are no regulations in Canada governing any of this or the children born this way.

"You have to wonder what a child has become — does it complete the picture of the perfect yuppie home?" said Gary McCauley, president of the Canadian Institute of Child Health, a non-profit Ottawa organization that promotes issues of importance to children. "The child is not a piece of furniture."

Two technologies

Medical researchers are extending the time an embryo can be grown in a laboratory dish, he said. At the same time, doctors are saving premature babies at ever-younger ages.

As the two technologies converge, the day is rapidly approaching when a child can be developed without need of a mother's body at all.

"Babies will be grown in an artificial womb or prenatal incubator with their food, hormones and temperature controlled by computer," McCauley said.

No one has stopped to figure out the implications.

"Governments won't do anything unless there is a constituency out there, but kids don't vote. Who is going to organize a lobby on their behalf?"

Does a child conceived through artificial insemination have the right to know who his father is or to obtain his medical records? Should a child be able to find out who her surrogate mother is?

Do doctors have the right to decide that lesbian couples aren't suitable parents? Can a couple abort if the sex selection method fails to produce the right gender?

Who owns an embryo and has the right to decide what happens to it?

Many of these issues were tackled by the Ontario Law Reform Commission in 1985 in a two-volume report that contained 67 recommendations on how to regulate artificial reproduction. The document has been hailed around the world as a landmark piece of research.

But here at home, nothing has been done with it until now.

Ontario Attorney-General Ian Scott said this month he has set up a committee to review the report and make recommendations on "what is right to do in this very difficult area."

But any legislation, he said, is still a long way off.

Provincial matters

Surrogate motherhood and artificial reproduction are provincial matters because they fall under health and family structure, a spokesman for the federal attorney-general's office said. The federal government would get involved only if the provinces petitioned for a federal act.

That could come as a recommendation from the Canadian Law Reform Commission, which is working on a report called The Status of the Fetus, due by the end of this year.

It was the legal fuss surrounding the only surrogate birth in Ontario in July, 1982, that prompted the provincial government to ask the law reform commission for help.

A Scarborough bricklayer had to go to court to claim his child, born to a surrogate mother from Florida, after the child was seized from a Toronto hospital by the Catholic Children's Aid Society.

Bernard Dickens, a University of Toronto law professor who served as project director for the commission, said the study served its purpose.

"When the issue was hot, the government could deflect the heat by saying the commission was looking at it. But the commission was very disappointed that nothing was ever done with the report. Its recommendations have been fairly influential worldwide, largely to point out that surrogacy is not that awful."

In fact, the commission is the only group worldwide to come out in favor of surrogate motherhood arrangements and [illegible] late them. It also favored sperm, ova and embryo banks with a group like the Red Cross overseeing them.

Now, Dickens said, he isn't sure that laws are the answer.

Surrogate arrangements often are made between relatives and friends, he said, and seem to function well without laws. The father simply goes to court to claim custody of the baby and his wife then adopts it, he said.

"I've spoken to a sizable number of people who are doing this with friends and relatives and there is no contest."

But he worries about the psychological effect on a child of finding out that his aunt, for example, is really his mother.

"It would be better if these were not close, social relationships.

Surrogate agency

"But that would require a surrogate agency and it would have to advertise. If we clamp down on commercial brokerages, then we put pressure on friends, sisters and relatives to bear a child for them. If she refuses, they could spend their whole lives blaming her for the fact they don't have a child."

Britain and Australia have both outlawed commercial brokerages, but are now considering drawing back from criminal penalties, he said.

"The problem they're finding is that when friends decide to act as surrogates, doctors who might advise them back off because they fear they might be charged.

"In 1985, I thought this was something that could be legislated, but in the absence of laws, things are not that bad. It affirms that it is not good to legislate in panic."

Surrogate motherhood is flourishing in [illegible] Baby M case where the surrogate, Mary Beth Whitehead, fought to keep the baby. A New Jersey court eventually awarded the child to its natural father, William Stern, but Whitehead is appealing.

No one in Canada has kept track of the number of surrogate births because they are private adoption arrangements and "no one has any responsibility to keep track of it all," Dickens said.

But there now are approximately 12 surrogacy centres in the United States and they have recorded 500 births, 65 of them in the past year, according to Detroit lawyer Noel Keane, who specializes in arranging surrogate deals. At least 30 Canadian couples have had children through surrogate births arranged by him and 20 more are in the process.

Toronto lawyer Phil Epstein, who advises Canadian couples on the legal aspects, said no one has tried to set up a centre here because of the "legal limbo".

"It is going on here to a small degree, but it will always be a rare phenomenon unless the government moves into the field. It is going on between family members, by artificial insemination at home and by Canadians going to the U.S."

Epstein said that if surrogacy is permitted, it has to be regulated and, without regulation, it's only a matter of time until Canada faces its own Baby M case.

"But I have doubts whether it should be allowed, whether people should be having children to give them up, whether this should be a commercial transaction, what the psychological effects are on the birth mother, the children, the wife of the father.

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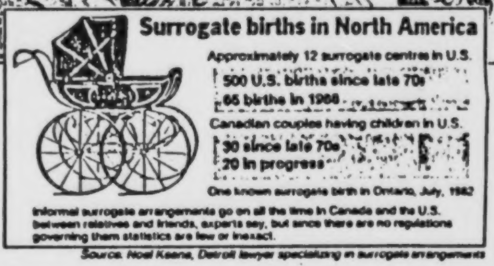

Surrogate births in North America

Approximately 12 surrogate centres in U.S.

500 U.S. births since late 70s

65 births in 1986

Canadian couples having children in U.S.

30 since late 70s

20 in progress

One known surrogate birth in Ontario, July, 1982

Informal surrogate arrangements go on all the time in Canada and the U.S. between relatives and friends, experts say, but since there are no regulations governing them statistics are few or inexact.

Source: Noel Keane, Detroit lawyer specializing in surrogate arrangements

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Long for child: Tony and Mavis Howlett face bill of more than $20,000 in bid to have baby by surrogate mom.

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"There are a whole series of questions we don't really know the answers to."

Epstein said the government has two choices — either to ban surrogacy centres altogether or to regulate them — "and the safer course is to ban. It's a difficult issue for government because it brings out all the lobby groups and they're all on the side of banning it."

Abbyann Lynch, director of the Westminster Institute for Ethics and Human Values, a London, Ont., non-profit think tank affiliated with the United Church of Canada, said regulations are needed "just to protect against individuals who might be unscrupulous.

"The rights of children are the major thing," she said. "Having children is a privilege, not a right. But the problem is we live in an age where everybody has the right to do everything. Then you get into problems.

Doctors struggling

"Do you allow artificial insemination for lesbian couples? Should doctors be assessing psychological status for parenthood? Doctors are struggling on their own because nobody wants to take a stand on this."

Toronto's sex-selection clinic is a franchise of a U.S. patented method and "that tends to make the whole process of birth pretty trivial," she said. "Do we just want people in this society on the basis of their gender? It's expensive and there's no guarantee, so do you start aborting babies because they are the wrong sex?

"I think there are a lot of questions about all of this but what we don't have is any response from the politicians. The need is still around. People are looking for some kind of leadership here."

Marie Irvine, executive director of Justice for Children, warns that legislation is needed now before a tragedy like the Baby M case happens here.

"Morals get all mixed up with the law," she said. "That's why no one will act until something terrible happens."

If Canadian lawmakers wait around until there is a consensus on these issues, warns McCaulay, "we will find ourselves waking up in the middle of the age of the motherless child — a future of children born without mothers into a world without standards to govern such births."

Childbirth 7

OCT 4 1987

Province reviewing policies on surrogate motherhood

By Nomi Morris Toronto Star

The Ontario government has set up an inter-ministerial committee to study surrogate motherhood, artificial insemination and experimental research on human embryos, The Star has learned.

Attorney General Ian Scott has confirmed that the ministries of health, community and social services and "any others that are interested in making comments" are reviewing recommendations of a 1985 Ontario Law Reform Commission report on artificial reproduction.

"When we are satisfied that we've canvassed all possibilities and made a judgment on what is right to do in this very difficult area, we'll announce it," Scott said in an interview Friday.

The 390-page law commission report came out in favor of commercial sperm banks, test tube fertilization and embryonic research. It also outlined an elaborate legal scheme to regulate surrogate mother arrangements.

The study was ordered in the wake of the legal wrangle over Canada's first and only known surrogate child, born in a Toronto hospital in June, 1982. A family court judge awarded custody to the father, a Scarborough bricklayer and his wife.

Options assembled

The decision was the same as that in the celebrated Baby M case in the United States. A surrogate mother, Mary Beth Whitehead, lost a battle to custody of her child when a New Jersey court awarded custody to natural father William Stern.

Doug Ewart, a policy adviser to the attorney general, said the committee aims to "put together a package for cabinet" containing a number of options in response to the report.

"We've done some work, now we're suggesting we all sit down and come up with a plan of action," said Ewart.

Marie Irvine, executive director of Justice for Children, says she hopes the province will move quickly.

Globe & Mail

Date: AUG 25 1987

Childbirth

Backlash predicted against surrogate births

BY KIRK MAKIN
The Globe and Mail

A backlash against surrogate motherhood is about to strike in North America, as increased infertility leads more couples to use it to have a child, speakers at a Canadian Bar Association convention said yesterday.

Noel Keane, a Michigan lawyer who has arranged 178 surrogate births, with 162 more in the works, said litigation over the fate of "Baby M" inflamed opponents of surrogacy, in which a woman bears a child for others, usually for a fee.

"I see legislation coming that is very conservative," Mr. Keane said. "Churches have great influence in lobbying. I see very restrictive legislation coming about — probably eliminating payments to the surrogate and probably to people like you (lawyers).

Alastair Bissett-Johnson, a law professor at Dalhousie University, said the incidence of infertile couples in North America is now about 10 to 15 per cent and rising. The causes probably include contraceptive methods and delaying having children until it is too late, along with other reasons, he said.

"The desire for children by infertile couples is serious and will not go away," Prof. Bissett-Johnson said, adding that "it is important to develop legal solutions."

However, such legal solutions should not be made before society makes some basic ethical decisions, said Margaret Somerville, director of McGill University's centre for medical ethics.

Dr. Somerville said that because surrogate motherhood scares people less than other new reproductive techniques, it has become the ethical battleground for the entire range of "Brave New Baby" issues.

She said some of the scarier technologies, or difficult ethical decisions, include in vitro fertilization or the example of a woman with a sick child who has a baby specifically to transplant its organs into the sick child.

Prof. Bissett-Johnson said one U.S. company is trying to "franchise" contracts in which women would sell ova for $200 each. "(A woman) would relinquish all rights to the ovum. It would be implanted into another woman who wanted a child."

Mr. Keane said the field is fraught with dilemmas and ethical questions, and that his surrogacy contracts are far more complex now than when he drew up the first in 1976.

He said the contracts must cover stillbirths, babies who live for only a few hours and multiple births.

A delegate attending the convention raised another possibility for the CBA panelists. "I can see surrogate-mother ghettos," she said. "I can see 14-, 15-and 16-year-olds subsidized housing complexes full of surrogate mothers."

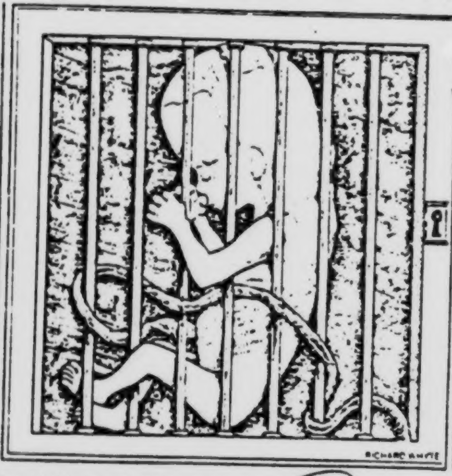
Protecting the fetus: How far can the state go?

Childcare Childwelfare

"We are seeing the beginning of an alliance between physicians and the state to force pregnant women to follow medical advice for the sake of their fetuses."

—Dr. George Annas, of Boston University's School of Medicine and Public Health, in a recent issue of the New England Journal of Medicine.

BY DOROTHY LIPOVENKO
The Globe and Mail


RICHARD WHITE

AT LEAST 15 pregnant women in the United States, mostly single, poor and Hispanic or black, have been ordered by U.S. courts to give birth by caesarian section. For religious or other reasons, the women had refused the surgery, which doctors persuaded the courts was necessary to save the unborn.

Until this year, Canadian courts have been reluctant to order a pregnant woman to undergo medical treatment against her will in order to save her fetus. But that caution has been abandoned in what many civil libertarians believe is a direct assault on maternal autonomy.

In Vancouver in May, a Skid-Road drug addict in labor with a breech baby was given a caesarian over her objections, after the attending obstetrician called a government social worker and was told the province would "apprehend" the unborn child and to do whatever was necessary for its safety. A court will decide next month whether the Government acted correctly.

A month earlier, a pregnant woman using an underground garage in Belleville, Ont., as her sleeping quarters, was ordered into hospital for psychiatric evaluation because a court found her behavior dangerous to herself and her fetus. The judge ruled that her 38-week-old fetus was entitled to protection under provincial child welfare laws. To the relief of children's aid officials, the woman gave birth while in hospital, instead of in the garage.

These cases have provoked concern among women's groups, which consider the imposition of surgery and court-ordered stays in hospital as violations of the women's privacy and physical integrity.

"The state can't force a mother to give bone marrow to her child dying of leukemia," so can medical treatment be enforced for the sake of the fetus? asked John Russell, assistant director of the B.C. Civil Liberties Association.

The ground broken by the two cases has rekindled a controversy even the abortion debate has been unable to resolve: Is the unborn legally a person? and, if so, whose rights should prevail — those of the pregnant woman or those of her fetus?

These questions also raise the broader issues of a woman's responsibility to her unborn child, how far society is prepared to go to regulate her conduct during pregnancy or to impose medical tests (such as taking a sample of amniotic fluid), and who is likely to be the target of such action — a middle-class cocaine addict or a junkie who lives on the street? Or both?

"There's no doubt there is a movement towards the fetus as patient," said Professor Bernard Dickens of the University

PROTECTING — Page D2

AUG 1 1987

over →

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Protecting the fetus a question of rights

From Page D1

of Toronto's faculty of law. "My concern is that it treats women like fetal containers."

But Stephen Hunter, the lawyer who acted for the children's aid in the Belleville cases, disagrees. "The fetus must be protected."

According to Edward Keyserlingk of McGill University's Centre for Medicine, Ethics and Law, "the problem is that we haven't worked out in law the grounds for intrusion to save the life of a fetus.

"Once a child is born and it's judged to be at risk (for abuse or neglect), the state is entitled to protect it. But in these cases, since we can now tell this danger can happen before birth, is there a reason to make the child a ward of the state before it is born, by forced surgery or hospitalization?"

The dilemma is compounded by the uncertain legal status of a fetus. Canadian law does not recognize the fetus as a person until it is born; for example, a suit may be filed on behalf of a fetus injured in a car accident or denied an inheritance only after its birth.

However, at least two courts have wrestled with the question and have recognized — albeit after the fact — that a claim can be made on behalf of a fetus for protection from abuse under provincial child welfare laws.

During a 1982 wardship hearing, Kenora district judge William Bradley said an infant born with fetal alcohol syndrome was in need of protection "prior to birth" because its mother drank excessively. On the heels of his comments, B.C. Supreme Court Judge Patricia Proudfoot ruled that "it would be impossible to come to any other conclusion than that a drug-addicted baby is born abused."

Since these rulings, no Canadian court has been confronted with a request to protect a fetus at risk, although judges have refused to permit a husband to prevent his wife's abortion.

But four years ago, an Ontario court came very close to ordering a suburban mother of two to have a caesarian section against her will. According to Stephen Hunter, the judge agreed with medical evidence that the surgery was necessary and found the fetus to be a child in need of protection, but was reluctant to give an order for the operation. However, the woman subsequently agreed to have the caesarian

"The only way you can protect the fetus is to apprehend the mother, and legislation doesn't seem to allow for that," said Nicholas Bala, professor of children's law at Queen's University in Kingston. "I'm not surprised the courts are erring on the side of life to protect a fetus that far along in a pregnancy . . . But if there is no legal basis for detaining a pregnant woman, that violates the principles of fundamental justice under the Charter of Rights."

Curtailing a pregnant woman's liberty in this way sends a shudder down the spine of Nancy Morrison, a Vancouver lawyer hired by a women's legal group to challenge the apprehension of the child known as Baby R by the B.C. Government.

"The precedent has been set," said the former provincial court judge, who also fears the case heralds a Social Credit policy to stop abortion. And she is worried that any pregnant patient could lose control over what is done to her body.

"Don't underestimate the male drive for the perfect son and heir," Ms Morrison said. "If a pregnant woman was perceived to be disobeying her husband's or her doctor's orders that relate to having that perfect healthy baby . . . We're getting into some pretty strange waters, which are in danger of depriving pregnant women of the right not to be detained against their will or assaulted with forced medical treatment."

The Baby R and Belleville situations relied on child-welfare laws to protect the fetus. But some legal observers say that may have stretched too far the definition of a "child" for the purpose of protecting the unborn.

"Child-welfare law is not intended to deal with the rights of a fetus," said Toronto lawyer Jeffrey Wilson. And Heather Katarynych, senior legal counsel for the Metro Toronto Children's Aid Society, added: "If you want to give the CAS authority to intervene (in a pregnant woman's conduct), there must be a legislative expansion of the definition of 'child.' We don't consider a fetus a person."

Many lawyers and child-welfare officials say they would welcome a clearer legal definition, because it would strengthen the argument for fetal protection. But how early in a pregnancy courts would be willing to intervene is uncertain, Ms Katarynych said, "because when do you decide you have an embryo or a fetus?"

Judges probably will not deal with the fuzzy, emotion-charged issue of fetal viability until governments do. But the Belleville and Vancouver cases may have more clear-cut consequences: moral, if not legal obligations on the part of physicians and other health workers to report pregnant women whose behavior jeopardizes fetal health or safety.

While Toronto children's aid society lawyer Heather Katarynych notes that "We don't consider a fetus a person," Vancouver lawyer Nancy Morrison (inset) says "The precedent has been set," and worries that any pregnant patient can lose control over what happens to her body.

"If these cases have been correctly decided, that means every doctor who treats a pregnant patient and has reason to believe her conduct may be harming the fetus, is obligated to call children's aid," Prof. Bala said. "That gets into what is considered harmful conduct — how much do you have to smoke or drink to show cause and effect?"

That ambiguity worries Ross Dawson, executive director of the Oxford County CAS, who says the agency has resisted increasing community pressure to intervene with pregnant teen-agers who are drinking, eating poorly or refusing prenatal advice.

"There's a lot of pressure from the upper classes to clean up people's lives, and they are value-laden judgments on how people should live," Mr. Dawson said. "I'm glad we're not doing it, because it's the same argument as licencing parents. If a pregnant girl is out all night, or eating chips and a cola, do we want to have the power to order people to change that? Once you get into social control of parents, it's open to abuse."

Dr. Sydney Segal, a Vancouver physician who looks after heroin-addicted babies, says he would rather use persuasion to change maternal habits during pregnancy, such as getting an addict to switch to methadone, than haul in child-protection authorities.

"It doesn't make much sense to exclude a fetus (from protection) five minutes before birth, but if you start with adverse conditions like heroin addiction or alcoholism, how far do you go? If it can be shown jogging is harmful, what do you do with a pregnant woman who jogs? It's a very fuzzy area."

There is evidence, however, of growing support among obstetricians for involuntary detention of pregnant patients whose behavior endangers the fetus, according to a recent article in the New England Journal of Medicine. Of those doctors surveyed who favored such action, 25 per cent supported "state surveillance" during the final trimester to protect the unborn at risk.

GLOBE-ENVIRONICS POLL

SURROGATE MOTHERHOOD

"If a married couple cannot have children, do you think that it is or is not morally right for them to make a contract with another woman to have a child with the husband?"

	Total %	Men %	Women %	Atlantic %	Quebec %	Ontario %	West %	18-29 %	Over 60 %	0-8 years Education %	University Degree %	Catholic %	Protestant %
Is right	34	38	30	32	31	34	37	41	24	21	42	28	34
Is not right	53	50	57	56	58	52	49	47	63	68	42	60	57
Depends	9	8	10	7	8	10	8	10	7	8	10	8	9
No opinion	4	4	4	5	3	4	6	2	6	4	5	3	4

Assuming there is a contract, "If the woman who has the baby decides she wants the baby, should she be allowed to break the contract and keep the baby or should the couple get the baby?"

	Total %	Men %	Women %	Atlantic %	Quebec %	Ontario %	West %	18-29 %	Over 60 %	0-8 years Education %	University Degree %	Catholic %	Protestant %
Woman should keep baby	25	25	25	25	38	21	18	24	22	31	25	33	18
Couple should get baby	59	58	59	61	49	60	65	63	56	50	55	51	68
Depends	8	8	9	4	7	11	9	9	8	9	11	8	9
No opinion	8	8	8	9	6	8	8	4	14	10	9	8	7

The survey is based on a stratified probability sample of 2,031 adult Canadians and was conducted in home by Environics Research Group Limited between May 25 and June 10, 1987. Samples of this size are estimated to be accurate within a margin of about plus or minus two percentage points, 19 out of 20 times. The margins are wider for the regional and demographic data.

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Globe & Mail
May 29/87

surrogate mother

tells her opponents to respect decision

childbirth

BY ROBERT MATAS
The Globe and Mail

Angrily denying that she has been exploited, a surrogate mother lashed out last night at those who condemn women who bear children for others.

"I'm not poor, I'm not stupid and I don't live below the poverty live," Donna Regan, a 23-year old Detroit mother, said during a forum on surrogate motherhood at the York Quay Centre at Harbourfront.

"I know exactly what I am doing and why I'm doing it. I'm not a bad person. I'm simply a person who made a choice different than (others) would do and I think it is important they respect my right to that decision."

Mrs. Regan has borne children under contract for two infertile couples and has one son of her own, who is 5.

She told the audience of about 175 people that she felt women activist Doris Anderson and sociologist Margrit Eichler had insulted her earlier in the forum by referring to surrogate mothers as breeders, as being exploited and as selling babies.

Mrs. Anderson, a former president of the National Action Committee on the Status of Women, said surrogate motherhood conjures up the image of babies for sale and wombs for hire. The surrogate mother is usually living at the poverty level or close to it, she said.

Prof. Eichler, a sociology professor from the Ontario Institute for Studies in Education, also raised concerns about the commercialization of child-bearing. Once the profit motive has been introduced, unscrupulous people will take advantage of surrogate motherhood, she said.

Mrs. Regan said surrogate mothers enter into an informed decision and other people do not have the right to say the decision was wrong.

She said she decided to become a surrogate mother after seeing a television special on the subject three years ago. "I was brought up in a very Christian home, where part of the philosophy was, if there was someone in need, you should give to them.

"It is not often you have an opportunity to do something that will contribute so dramatically to someone else's life."

Mrs. Anderson replied that she did not intend to insult Mrs. Regan and admired her desire to help other people. "But I can also see other women who are not as strong or as intelligent or as secure financially and emotionally and they could be exploited."

Noel Keane, a U.S. attorney who has made arrangements for 163 surrogate mothers, said he charges $25,000: $10,000 for legal fees, $10,000 for the surrogate mother and $5,000 for such things as insemination and maternity clothes.

He said he has made arrangements for 30 children borne by surrogate mothers for infertile Canadian couples. He is now working with another 20 to 30 couples. "It is a Canadian issue. Canadians are crossing the border to do in Michigan what they cannot do here."

Toronto St

MAY 20 1987

Childless couples choose American 'birth mothers'

Childbirth

By Walter Stefaniuk and
Bruce Skeaff Toronto Star

At least 30 childless Canadian couples have had babies born in the United States of surrogate mothers, and about 20 more have chosen "birth mothers," The Star has learned.

Most of these couples — more than 60 per cent — are from the Metro area, said Noel Keane, director of the Infertility Centre of New York in Manhattan.

Keane is also the Michigan lawyer who arranged the contract under which a surrogate mother bore the infant who became Baby M in a landmark United States lawsuit. A judge gave custody of the baby to the father although the natural mother wanted to keep her.

Keane said in a telephone interview yesterday that the contracts with the Canadians — at $25,000 (U.S.) a child — were arranged through the infertility centre.

Process has begun

All 20 of the Canadian couples with current agreements through the centre have selected surrogate mothers and in several cases the women have already been impregnated with sperm taken from the fathers, he said.

Keane also said other infertile Canadian couples likely have arranged contracts through similar agencies elsewhere in the United States.

"They arrange for their children to be born here through American women because they can't do it in Canada," he said.

Their caution results from a case five years ago where a Metro man had to battle Metro Catholic Children's Aid Society in Family Court to win custody of his infant son born to a surrogate mother.

Keane said Canadians have been involved in surrogate parenting for about 12 years "but most of the births have been in the past three years, only because it's caught on over that time.

Keane was commenting on a Montreal law professor's comments Friday that U.S. couples are trying to save money in the costly business by advertising for surrogate mothers in Canada, where pregnancy is covered by medicare.

Jean-Louis Baudouin, a law professor at the University of Montreal and on the ethics committee of a Montreal hospital, said in a telephone interview yesterday he believes this is happening in Metro, as well as Montreal.

But he noted Ontario newspapers are often reluctant to accept ads from agencies seeking surrogate mothers. The Star, for example, currently declines such ads.

An ad in the personal columns of the Montreal Gazette on March 21 gave a box number for a J. Doe who was searching for a surrogate mother.

Baudouin said nurses had told him of their suspicions after seeing new mothers who seemed to have no interest in their newborns leave hospital with American couples.

Three instances

But Keane said he knew of only three American couples who have arranged contracts with Canadian birth mothers. American couples, he added, prefer to make all arrangements in the U.S., including legal work, the impregnation and the hospitalization.

"It's more convenient to do it here," Keane said.

He also said the $25,000 current contract with a woman to bear a child includes hospital insurance and doctors' fees, no matter where the baby is born.

G8/THE TORONTO STAR, THURSDAY, MAY 14, 1987

Childbirth

Pickering couple Canada's 1st to get surrogate to bear embryo

By Darcy Henton Toronto Star

A childless Pickering couple have put their financial security and home on the line in a desperate gamble to have a child of their own genes.

Tony and Mavis Howlett mortgaged their home to arrange for a surrogate to carry their baby. If the operation is successful, the baby will be the third in the world conceived by this method.

The arrangement became the Howlett's last hope for a child after a routine medical examination last year showed Mavis had uterine cancer and she had to have a hysterectomy.

They are the first Canadians to attempt to use another woman's womb as a human incubator for their own laboratory-conceived test-tube baby.

The couple will pay $30,000 U.S. in surrogate, legal and medical fees for a procedure that has a 60 to 90 per cent failure rate.

"We didn't make a decision to do this," said Tony, 41, a self-employed industrial software specialist. "It just became the only option."

Provincial help

Mavis, 39, a dance instructor, will travel to Detroit's Hutzel Hospital in July where doctors will remove eggs from her ovaries, fertilize them with her husband's sperm and implant them in the womb of a 28-year-old mother of three.

The Howletts say they have financial resources to pay the surrogate and lawyer each $10,000 U.S. and to pay the medical fees (about $4,000 U.S.) for two transplants. But they fear that if the first two attempts aren't successful, they will be unable to scrape together enough money for additional tries. Normally eight attempts are made.

They hope the province, through the Ontario Health Insurance Plan, will cover at least part of the medical fees since no Canadian specialist or hospital will undertake the operation.

Doctors in Toronto put the couple in contact with specialists in other countries and they found a sympathetic doctor at Detroit's Wayne State University.

The Howletts feared a procedure using the male sperm and a surrogate mother's egg would leave them open to a custody battle like the one waged by surrogate Mary Beth Whitehead over Baby M earlier this year.

FRANK LENNON/TORONTO STAR

Want baby: Tony and Mavis Howlett mortgaged their home to get a surrogate to carry their baby. The couple will pay $30,000 U.S. in surrogate, legal and medical fees for the procedure.

Globe & Mail MAY 13 1987 **Date:**

Childbirth

Couple first in Canada to use surrogate carrier for embryo

BY DOROTHY LIPOVENKO
The Globe and Mail

For the first time, a Canadian couple has arranged to become parents by having an embryo of their sperm and egg implanted in another woman who will act as a human incubator.

Mavis and Tony Howlett, an Ontario couple, have chosen a 28-year-old U.S. mother of three to be the surrogate carrier, and have agreed to pay her $10,000 (U.S.) and other expenses related to the pregnancy.

Starting in July, Mrs. Howlett will travel to a U.S. hospital where doctors will surgically remove eggs produced by her ovaries and fertilize them in a lab dish with her husband's sperm. Then, in a procedure that depends on timing and luck as much as technology, the embryos will be implanted in the surrogate carrier also staying in the hospital. The menstrual cycles of the two women will be synchronized, so they ovulate at almost the same time to ensure the best chance for a pregnancy to occur.

If the implantation fails — the chances of success are 10 to 40 per cent and even then only after several tries — Mrs. Howlett must return to the United States to begin the procedure over again.

The Howletts have mortgaged their modest suburban home to raise the initial cash for an expensive proposition that has no guarantees of success. They have paid $10,000 (U.S.) in fees to the U.S. lawyer who arranged the surrogate, another $10,000 (U.S.) sits in a bank account for the surrogate and enough remains (about $8,000 U.S.) to cover the medical costs of two attempts at implantation.

The burden of payment has fallen on them because the Ontario Health Insurance Plan will not pay for in-vitro fertilization in a non-resident (the surrogate). But a spokesman for the Ministry of Health said yesterday the Government will partly reimburse Ontario residents for non-emergency medical procedures performed in the United States, which may include the surgery to extract Mrs. Howlett's ova.

"We didn't want to look back in 10 years and say 'why didn't we do it?' " Mr. Howlett said in a recent interview as he relaxed with his wife in their backyard.

But if the procedure is successful, the Howletts will be only the third couple in the world to have a baby of their own genetic material

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Pair confident surrogate won't change mind

● From Page One

delivered by a woman whose sole function is to carry the child for nine months.

The more common surrogacy arrangement, typified by the recent Baby M case in the United States, is that the surrogate *is* the biological mother because she donates the egg to be fertilized. Mary Beth Whitehead, the surrogate who fought for custody of Baby M, was artificially inseminated with the sperm of William Stern, but changed her mind and refused to relinquish the baby to Mr. Stern and his wife.

Coincidentally, the Howletts chose their surrogate when the Baby M case was at the height of public attention. "Sure, it's a factor you consider," says Mr. Howlett, a 41-year-old industrial software specialist, referring to the custody dispute.

But the circumstances are different. For one, the Howletts expect their contact with the baby to begin immediately, including their attendance at the birth. And they are confident they have chosen a mature woman whose candor, healthy pregnancies and stable home life would preclude a change of heart to keep the infant.

Their lawyer, Noel Keane, said yesterday that when a pregnancy is announced, he will seek an interim court order establishing the Howletts as the baby's natural parents. After the birth, blood tests will confirm the maternity-paternity status of the couple, a final court order will be issued and the county where the child is born will issue a birth certificate.

The Howletts know the chain of events they have set in motion is uncertain. But it is virtually the only choice left to them after almost 20 years of childless marriage.

Ironically, the childlessness saved Mrs. Howlett's life. Last year, during a new round of tests to find the elusive cause of their infertility, doctors discovered cervical cancer and performed a hysterectomy (removal of the uterus).

"I almost cancelled the surgery I was so upset, because I wanted to have a child first," says Mrs. Howlett, 39, who teaches dance at her own school. "When you think you're always going to have a child, it's so difficult.

"But I thought 'I'm not going to give up without a fight.' It's as though I was fighting for the life of a child that was going to live in the future."

They contacted doctors on several continents, convinced there was some way to have their own child.

The Howletts had "vaguely heard of surrogacy" when an Australian physician referred them to an infertility centre in Michigan that was connected with Mr. Keane, the self-styled father of surrogacy in North America. By the time they arranged to see the lawyer, the Howletts had decided on in-vitro surrogacy.

They leafed through the portfolios of various women recruited by Mr. Keane. "We knew we wanted a non-smoker, preferably in her late 20s, who was finished having children," Mrs. Howlett said. She and her husband say they would not get involved in a surrogacy arrangement in which financial circumstances forced a woman to have a baby for someone else.

One of the two women they were to interview did not keep the appointment. They liked the other woman immediately but before making their decision, they said they wanted to meet her husband.

"This surprised her but we felt he's got to live with this for nine months," Mr. Howlett said. "We needed to know what kind of man he was and how he felt about what his wife would be doing."

The two couples recently met for a leisurely breakfast in a hotel dining room and established a quick rapport. "We were struck by what a pleasant, honest couple they are," Mr. Howlett said.

As for the surrogate's husband, Mr. Howlett said, he doesn't understand why his wife wants to do it, but he supports her anyway.

Added Mrs. Howlett: "It was a funny feeling, looking over at this woman and realizing she is going to carry my child. I feel a lot of gratitude. How can I say thank you?"

The Howletts intend to maintain some contact with the woman during the pregnancy, and she has agreed to the couple's request for access to her medical records during pregnancy. They also feel the woman should have some contact with the child, whether it's exchanging photos at Christmas or an occasional visit. "We're going to be honest about it and tell the child," Mrs. Howlett said.

What is undecided is whether the surrogate will have an amniocentesis to detect birth defects. The Howletts are uncertain whether they want the testing because of the risks it involves to the fetus. Any decision, Mr. Howlett said, "will be made by all three of us."

The Howletts and the surrogate are now being tested for various diseases, including hepatitis and AIDS, to satisfy requirements of the hospital where the in-vitro procedure will be done. In addition, the surrogate carrier is having psychological testing.

Once they all get a clean bill of health, the in-vitro process will start.

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Monday, April 27, 1987

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Classifie
Real Estate
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Surrogates: Ethical and legal qu when women bear c

childbirth

By Sheryl Ubelacker
The Canadian Press

TORONTO

Item: A young American woman agrees to be artificially inseminated to produce a child for a man and his wife. But neither the surrogate mother nor the couple want the baby when it is born retarded.

Item: A 48 year-old grandmother in South Africa will give birth this year to her daughter's triplets after agreeing to have the younger woman's fertilized eggs implanted in her womb.

While the miracles of science have produced a smorgasbord of ways to conceive a child, they have left society gingerly stepping through a minefield of ethical, legal and psychological questions it seems ill prepared to answer.

If a baby isn't "perfect" at birth, is the surrogate contract null and void, and who assumes custody? Does a surrogate mother have a right to change her mind after signing a contract and keep the child or have an abortion? What if a surrogate bears twins, but the father and his wife want only one child?

"The new technologies have created possibilities we never considered before," says Barry Hoffmaster, a philosopher at the University of Western Ontario in London, Ont. "The question is, do we automatically use them?"

The rent a womb controversy has sparked a number of concerns, particularly about women who choose to become surrogates, he says. There is a fear these women, especially if they are poor, are being exploited.

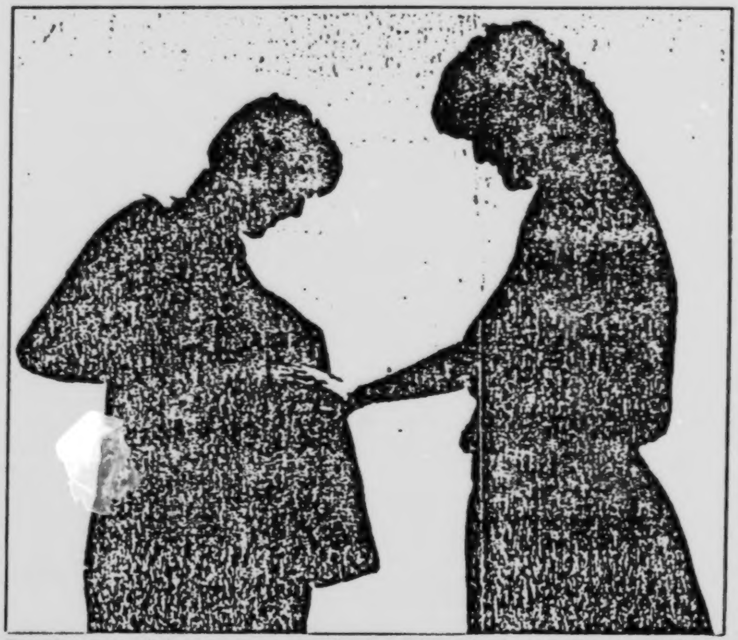
Hoffmaster says that if legislation is enacted to regulate surrogacy, there must be protection that the risks are not loaded on one side only. For instance, in the case of a child with birth defects, it should be stipulated that the couple is not signing "a contract for perfection," but must assume legal responsibility for the child no matter what.

Toronto lawyer Philip Epstein, who has acted for couples who contracted with surrogates, opposes surrogate parenthood as "an unnatural arrangement that encourages people to give up their children as part of a commercial transaction."

Epstein is concerned about the type of woman who chooses to become a surrogate and the emotional and psychological effects of giving up a child.

He describes a typical surrogate mother as a married woman with other children who enjoys being pregnant. Although she is not wealthy, she has an altruistic motive for having the child.

But Epstein suspects many surrogates also go into these arrangements for "a host of wrong reasons — they're punishing their parents, they're punishing their spouse, they're involved in all sorts of complicated motives in terms of selling the child."



Some lawyers and churches fear women bearing children for other couples are exploited.

Canadian Press

Most surrogates don't go away from the experience unscathed, he says. "I've seen attempted suicide, depression, rejection by family and friends and a need for psychotherapy. On the other hand, I have seen surrogates walking into the sunset as if nothing has happened."

Nancy Reame, an associate professor of nursing at the University of Michigan who has counselled 41 surrogate mothers, says many of the women admitted they had come to love their babies and suffered emotional trauma when they had to give them up.

"They exhibited all kinds of grieving behavior — the aching arms, the uncontrollable crying, the sense that their baby was gone," Reame said. "They couldn't interact with other babies, they couldn't go out and look at other newborns."

The classic case of a surrogate mother who changed her mind is Mary Beth Whitehead, the New Jersey housewife who signed a $10,000 contract agreeing to be artificially inseminated and bear a child for William Stern. When Whitehead refused to hand over the little girl, Stern and his wife sued for custody.

In what is considered a landmark decision, a judge upheld the contract and awarded custody of "Baby M" to Stern. Whitehead is seeking to appeal.

Protection from paternity suits sought by sp

VANCOUVER (CP) — A man who for years donated his sperm to artificially inseminate women now is worried he might some day be forced to support the children he has fathered.

Lawyer Carey Linde, acting on behalf of Wayne Sebastian, says that is just one of the concerns of his client.

Linde said the whole process of artificial insemination now is in the hands of a few doctors who follow no specific set of rules.

Sebastian donated sperm up to three times a week, but now is worried the women he was trying to help could compel him to pay child support. Children might also have a legal claim on his estate, Linde said.

Linde has sent a telegram to Premier Bill Vander Zalm urging an end to artificial insemination in British Columbia until the legal status of donor fathers is clarified and the government passes guidelines to govern the now-unregulated practice.

Linde said the government should legislate standards to screen donors' medical histories, fund psychological counselling services for all participants and set up a Swedish style registry of data on donors available to their offspring if they request it.

Artificial insemination is used to help couples have children when the husband is infertile. Although Quebec is the only province with specific guidelines, the identity of the donor is usually kept confidential.

Donors, normally paid up to $50 for each sperm sample, are not told who receives their sperm or if it produced children. They and the recipients usually sign agreements not to seek each other out.

Linde said donors are actually standing on legal quicksand, at least in British Columbia. He wants the province to enact legislation stating a sperm donor can not be considered the legal father of a child conceived through artificial insemination.

A federal advisory committee recommended in 1982 that the provinces come up with uniform legislation protecting the legitimacy of children produced by artificial insemina- tion and set standards for the sperm u minimize the risk of disease or birth de

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childbirth

rogates: Ethical and legal questions persist when women bear children for pay

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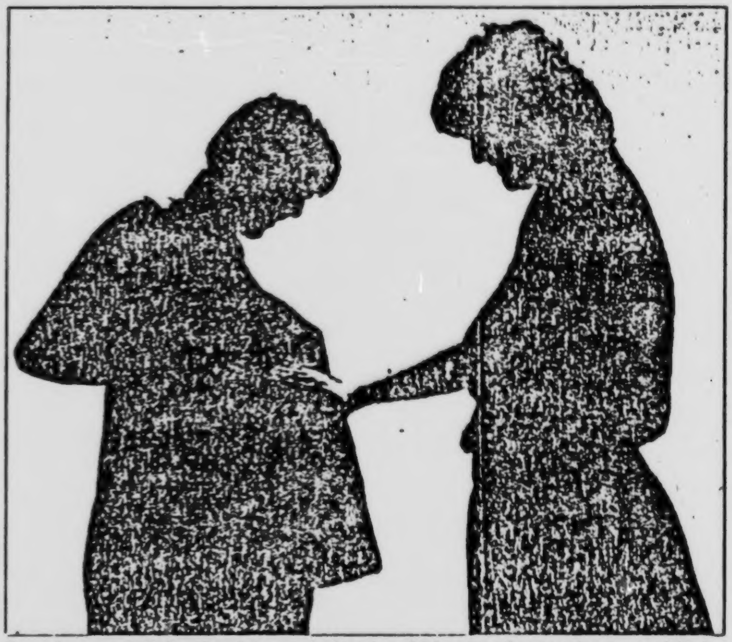

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There is no law prohibiting surrogate motherhood in Canada, although the issue has never been fully tested in the courts. However, in Ontario at least, the province's Law Reform Commission has recommended that surrogacy be regulated by legislation.

Under its proposal, a couple seeking a child and the prospective surrogate would have to obtain a judge's approval of their contract before artificial insemination occurs.

The courts would assess the suitability of the surrogate and the prospective parents and would require medical proof that the couple could not have a child by any other means.

The Canadian Medical Association has warned doctors to be cautious in getting involved in surrogate contracts until the legal and moral questions are clarified.

The Anglican and United churches in Canada have not issued official policies, but committees from both churches made submissions to the Law Reform Commission condemning the practice in most cases as exploitive of women. The commission's recommendation also runs counter to the stance by the Roman Catholic Church, which says surrogate motherhood is outside the bounds of acceptable conception.

"It separates child bearing from the loving commitment and physical union of man and wife," says Suzanne Scorsone, director of the office of family life for the archdiocese of Toronto. "So, it takes it out of the loving context and makes it less human."

The church also believes the practice makes surrogates no better than concubines working for slave wages, says Scorsone, noting that with a $10,000 payment, a woman would earn about $1.50 an hour during the pregnancy.

Although the church realizes that it may be painful for infertile couples not to be able to bear a child, they have the option of adopting, she says. "A child is a gift of God. You can't demand to have one as you can demand an education or to be able to buy your favorite brand of coffee."

Epstein, voicing an oft heard concern, wonders how children will be affected. How will they react to being told their mothers gave them up for adoption, not because they didn't have the means to raise them, but because they had entered into a profit making contract?

"I don't want to appear not empathetic to parents (who can't have children)," Epstein said. "But I think in life you have to deal with the cards you're dealt, rather than trying to create a whole new deck."

But Bernard Dickens, a Toronto lawyer who specializes in medical law, points out that the concept of children being raised with only one related parent is not new. With the high number of divorces, children often end up living with one of their parents and a new partner.

"Socially, genetic links are not essential to the creation of well-functioning families."

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In Quebec, the Civil Code prohibits paternity contests and disavowals when both parents have consented to a child being conceived through artificial insemination.

Linde said such legislation is not binding on the child or any other party who might want to pursue the sperm donor unless the donor's legal status is spelled out.

Linde, who is also representing a woman with a child born through artificial insemination, said it is doubtful the agreement doctors have their patients and donors sign would stand up in court.

There are no accurate figures on how many children are born each year in Canada through artificial insemination, but Linde said Sebastian and his wife are concerned about the risk that their own son might grow up to marry a half sister fathered from one of his donations.

Segal, who backs legislated guidelines, said even with detailed medical examinations and genetic testing of sperm, there's no guarantee all diseases, such as mental illnesses with a hereditary component, will be detected.

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Mary Beth Whitehead: There should be no contract and no lawyers.

Surrogate mothe should be done t a non-profit agen

By Robert L. Bard and Lewis Kurlantzick

In depriving Mary Beth Whitehead of all rights to Baby M, New Jersey Superior Court Judge Harvey R. Sorkow did not find her to be an unfit mother.

Rather, the judge said Whitehead was bound by the contract she made with William Stern to give up her child because Stern, a research biochemist, and his wife, a professor of pediatric medicine, would provide a better home for the baby than would Whitehead and her husband.

Ordinarily, contract law is designed to facilitate routine economic transactions by providing predictable legal responses to predictable events that might tempt one of the parties to violate the terms of their agreement. The use of contract law to govern personal relationships is controversial and limited.

We should not try to resolve conflicts arising from the marketing of child creation between strangers according to the same legal rules finely tuned to trading in pork bellies.

Surrogate mothering serves the powerful human desire to have genetically related children. Such arrangements, though, may be physically and emotionally dangerous to the mother, and even more dangerous to the resulting children.

These dangers can be overcome only by requiring that surrogating be arranged by licensed non profit agencies operating within a state-mandated legal framework, not through privately negotiated agreements applying the traditional rules of contract law.

Sorkow ruled that surrogacy contracts are legal. Indeed, he said, individuals might have a constitutional right to have such contracts enforced. Unless the mother repudiates the contract before conception, all terms of the contract pertaining to the mother's and father's rights will be strictly enforced if they are in the child's best interest.

For most people, Whitehead's signed agreement is a compelling reason to deprive her of all her parental rights to Baby M. But American contract law rarely compels people to actually perform their contract obligations.

Under the law, one must either perform the contract or pay monetary damages equivalent to the financial injury caused by failure to honor the contract.

Courts rarely order specific performance, a legal remedy that compels actual performance of the contract under threat of fine or imprisonment. That remedy is most often used with respect to promises to sell land or deliver an otherwise unavailable product.

The process of child creation and the effect of depriving a mother of the baby she conceived, gestated and birthed cannot be compared with requiring a manufacturer to make and transfer a machine specially made for the buyer.

From conception to birth, many medical decisions may arise, like whether to abort a genetically impaired fetus, that cannot be solved by prior agreement. After birth, the rights and duties of parents toward less-than perfect children cannot be determined on the same basis as disposition of a lemon automobile.

The surrogate contract signed by Whitehead gave Stern the right to refuse custody of a child "possessing genetic and congenital defects," in exchange for his financial obligation to support the child. Ordinary parents cannot so easily avoid their responsibility to care for a child with handicaps.

Sorkow, and apparently Whitehead's lawyers, misunderstood the legal nature of the contract.

Because Stern made no commitments to Whitehead, other than to make certain payments conditioned upon her compliance with the contract, the contract was unilateral. Indeed, Stern was free to refuse custody of the child.

Under standard contract doctrine, this arrangement would not become a binding contract until Whitehead turned over the baby. If she didn't turn over the baby, there would be no contract and the only legal consequence would have been that she forfeit her $10,000 US fee.

What sort of legal framework should govern surrogate-motherhood arrangements?

A prime consideration should be a desire to avoid custody fights. Custody fights induce the competing parties to prove their superiority as parents. They are inherently class biased toward the rich and educated and tempt each party to tear down the character of the other.

They are even worse for the child. The losing party in any custody fight always will be

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Nothing morally wrong with parent sur

By Mary Lake Polan

Surrogate parenthood is no one's first choice; rather, it is the last alternative for couples desperate to create a family. About 10 per cent of couples in the United States are infertile. In most cases, the problem lies with the woman.

These couples are anguished. Their desire for a child becomes paramount and in some cases is strong enough to break up a marriage. They spend years undergoing expensive and sometimes painful tests in the hope of conceiving a child.

The new technologies of in vitro fertilization, embryo transfer and embryo freezing have provided new possibilities, but they are successful in only some cases.

At best, 10 per cent to 15 per cent of women undergoing in vitro fertilization produce a baby. Consequently, there are countless couples who have tried everything, but still have not been able to achieve a pregnancy. For many couples, surrogate motherhood is the last option and, given the restrictions and difficulties of adoption, surrogacy may be the only option for some women.

There is nothing morally or ethically wrong with surrogacy itself. For many years, couples with an infertile male partner have been able to obtain sperm from a healthy donor.

With the same technology, it now is possible to use the father's semen to impregnate a non-family surrogate mother without the act of sex. This development has left the childless couple, the surrogate mother, the gynecologist and the law in various postures of hope, excitement, concern and curiosity.

Why should the donation of the father's semen to a surrogate be placed in an ethically different arena than insemination of the mother with a stranger's semen? This is not a question of exploiting women because the surrogate mother voluntarily chooses to carry a child for an infertile couple. In fact, surrogacy could be seen as providing parity to women.

The act itself is outside the concept of morality. We may use these procedures in a moral or an immoral fashion, but the ability to generate a surrogate pregnancy is outside that judgment.

After spending years undergoing unsuccessful surgery, hormonal therapies and testing, the childless couple still desiring to raise a child deserves the opportunity.

The mother may be mechanically inseminated with the father's sperm. She may be chemically induced to produce more eggs and inseminated with a donor's semen. Or the father's semen may be used to fertilize the ova of a woman other than his wife. The specific technology is not important; the end result is.

Although surrogacy is neither immoral nor unethical, the Baby M case highlights some of the practical problems.

First, it is expensive. Not everyone can afford the procedure, although no one should begrudge the money paid to the surrogate mother for carrying and bearing the child.

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A prime consideration should be a desire to avoid custody fights. Custody fights induce the competing parties to prove their superiority as parents. They are inherently class biased toward the rich and educated and tempt each party to tear down the character of the other.

They are even worse for the child. The losing party in any custody fight always will be able to communicate with the child at some point. A parent deprived of a child by court order is a ticking bomb for the child's future.

Surrogate mothers never should be compelled to give up their children should they change their minds before surrendering the child. But once the child changes custody, the decision should become irrevocable.

Given any pair of people, one might be a better parent than the other. That fact, however, does not justify permitting the allegedly superior person to remove a child from the inferior one.

The best argument for compelling a mother to deliver the child to the father is that the father cannot be compensated for his loss. Of course, the father could recover any payments made, but the emotional loss cannot be measured.

This loss, however, is to a considerable extent self induced, because there are no clearly established legal rules for that kind of a transaction. If it were clear that the mother could change her mind, the father would be on notice of this possibility.

He then would be in the same position as someone who has arranged to adopt a child through an agency with full knowledge that the mother might change her mind. Given the expanded opportunities that the surrogate arrangement offers otherwise childless parents, this risk seems like a small one.

Surrogate motherhood should be legal if arranged through licensed, non profit organizations. But surrogate contracts should be enforceable only with respect to the financial obligations of the parties, not with respect to the mother's and father's parenting rights.

The mother should retain the right to keep the baby. Of course, she would forfeit any payment promised her for gestation services if she changed her mind and kept the baby.

The father should be compelled to pay the stipulated fee if the baby is delivered, or to pay for the baby's support if he changes his mind and the mother chooses to keep the child, rather than put the baby up for adoption.

The role of the state should be to stipulate the basic terms of such a transaction, including the mother's right to change her mind.

Robert L. Bard and Lewis Kurlantzick are professors at the University of Connecticut School of Law.

morally wrong with parent surrogacy

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First, it is expensive. Not everyone can afford the procedure, although no one should begrudge the money paid to the surrogate mother for carrying and bearing the child.

But should it be a profit making proposition for the lawyers involved? The criticism of class exploitation might be removed if surrogacy were handled through a non profit agency much like the agencies that deal with adoption.

More important, surrogate mothers must be scrupulously screened. The potential surrogate's emotional and physical health must be carefully investigated protect her, the infertile couple and the child.

Personal habits such as drinking and smoking have a direct effect on the well being of the child. The surrogate mother's family status and support, as well as her emotional maturity and motive for bearing a child for another couple, are critical.

To protect everyone, especially the child, the screening should be thorough. The taint of "babies for profit" must be avoided. Then, perhaps, surrogacy will become simply one of several new technologies allowing a barren couple to have the child they so much desire.

Barren couples want children. We are all here because of the powerful human drive to procreate. We must understand that human motives drive the new reproductive technology. The ability of a childless couple to generate a family is the central issue.

Mary Lake Polan is a professor of obstetrics and gynecology at the Yale University School of Medicine, Hartford, Conn., and the author of the novel Second Seed.

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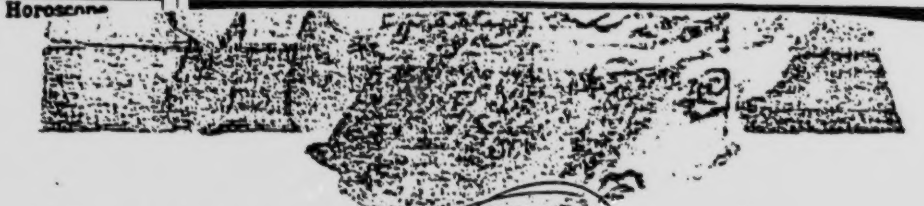

SURROGATE MOTHERS: childbirth

Both sides speak out

April 2 1987

By Trish Crawford Toronto Star

The highly-publicized court battle over custody of Baby M, conceived under a surrogate mother contract, has raised many troubling questions. What kind of woman (unstable? poor?) nurtures a baby for nine months, labors in pain and blood to bring it into the world and then hands it over to others to raise for a $10,000 fee? What kind of people (desperate? rich?) turn to this method in order to have a child that is, at least in part, genetically their own.

On Tuesday, New Jersey Superior Court Judge Harvey Sorkow stripped Mary Beth Whitehead of all rights to year-old Baby M, granting the father, William Stern sole custody in a landmark ruling upholding surrogate contracts.

The Star interviewed two mothers — one surrogate and one adoptive — on both sides of the same baby to get their own story of why they participated in a fee-for-baby arrangement.

The Surrogate Mother

Marilyn is a 32-year-old Californian and mother of five children, a church-going Baptist who grew up in a lonely household where her only brother was seven years younger. She fantasized about one day having a big happy family — and about having babies for other people who, like her mother's best friend, were infertile.

Those fantasies came true.

An abortion was the catalyst for turning dream into reality.

"Between my first and second child, my gall bladder ran amok and I was given some medication to dissolve gall stones. It turned out I was pregnant and the medication broke down the skeleton of the baby. I had to have an abortion. I will always regret that. That's not my way of life. I'm sorry."

That sorrow nagged Marilyn through the births of her other four children and, when her husband had a vasectomy four years ago, she decided to go ahead with her plan and signed up at the Centre for Surrogate Parenting in California.

David, a devout Mormon who supports his large family as an electrician, was against the idea at first.

"He threw a fit. Once we got through his anger, it came out that he was worried something would happen to me. He didn't think I could be strong enough to relinquish a child without lasting remorse.

"When I was welcomed as a candidate and had passed the screening, he was stunned. When it came to small children, he thought I was a marshmallow."

In the end, it was David who cried in the hospital delivery room when he saw his wife deliver a boy that was then handed over to the biological father for cuddling.

But the woman, who says "I love being pregnant, I just feel great all the time. And I wasn't

See A SURROGATE/page F3

The surrogate arrangement

By Trish Crawford Toronto Star

Even Noel Keane, the Dearborn, Mich. lawyer who arranged the surrogate conception that ended in the celebrated Baby M case, says he can understand how a woman who carried a child within her body for nine months would have a hard time giving it up.

Says the father of two boys: "I can see why someone would change their mind. I can understand that, sometimes, someone would say, 'I made a mistake.'

"But there are two parties here and that child would never have been born but for the surrogate arrangement."

Since the first baby was born in 1978, Keane's surrogacy arrangements have resulted in 155 babies — almost evenly split between boys and girls. The cost is $25,000 (U.S.) per couple with lawyer Keane and the surrogate mother each getting $10,000 and the balance being for medical bills.

He describes the couples as middle class, the surrogates as working class. He also has made arrangements for 20 Canadian couples — the mother adopts the baby in the United States and then brings it back home. If the surrogate is married (roughly two-thirds are), Keane applies to the courts to have the biological father registered in the birth records.

Canadian laws prohibiting payment for adoptions, designed to prevent sale of black market babies, have prevented surrogate arrangements here.

Hilary Hanafin, staff psychotherapist at the Centre for Surrogate Parenting in Beverley Hills, Calif., completed her PhD thesis on surrogate parenting and was called as an expert witness in the Baby M case.

Roughly 400 children have been born throughout the United States under surrogate contracts arranged through eight major centres, she reports.

At her centre, 10 per cent of the surrogate

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I surrogate & adoptive m. speak out on sensitive issue

ntinued from page F1

rried about my figure or any-ing — my bikini-wearing days re over after my second baby," and she could hand over the baby Its "other" mother without any oblem.

"He was never meant to be ine. I felt very detached when he as born and then I felt guilty be-use I was so detached. But, that's myth that women bond right ay, it takes a couple of days."

She finds herself thinking about baby every so often since the by was born eight months ago, d is secretly delighted that he ks like her, not the biological fa-r. However, she says, she has no grets and plans to take her five s on a cross-country train trip th her mother this summer with money she earned being preg-nt.

The money wasn't a prime con-eration, says Marilyn, now at-ding a medical assistant course l time, but it will come in handy. t has not all been smooth sail-, however. Her parents were happy about the arrangement, ticularly her father who is con-ned that he has a grandchild e doesn't know him.

The major adjustment for Mari- has been to pull back from the ther, who she got to know fairly ll during her pregnancy.

Didn't bond

"I didn't bond to the baby, I ded to the mother. I had a gh time drawing back."

he Baby M case shouldn't have pened, Marilyn said.

As a mother, my heart can feel those emotions. If anyone tried ake one of my kids from me, I'd ht like a she-cat. But, as a surro-e, I say that baby never was e. There are a lot of factors tributing to my feeling so unch about this. But my posi- from the first was that this s a surrogate situation and I sticking with it."

he acknowledged that, no mat- what was decided in the Baby ase, "there'll be pain and heart-e."

he mother should have receiv- better counselling and possibly have been accepted as a surro-e at all, she said.

e Adoptive Mother

lickey, 39, married 17 years thinking that some day she'd e kids. Two years later, a sus-ted appendicitis was diagnosed endometriosis of her ovary and battle to have a baby began.

he first doctor she visited told that she'd probably get preg- within six months. She did

There was a lot of hope. Go e and have a baby, they said. t wasn't the case," remembers college graduate who'd trained

become a teacher but was now

[illegible] running a school

vey, 40.

They drive two luxury cars, live in a swank section of Los Angeles and have live-in help. Successful and articulate, Mickey grew up in a family with two children, her husband's family had three. Infertility came as a shock.

"When they admitted there could be a problem, I panicked.

"I went to doctor after doctor, operation after operation and nothing helped. It was heavy emotionally. Every month, it was like a little funeral."

While the physical and emotional toll on Mickey was building, her husband was supportive of whatever measures she was prepared to take in order to produce a child of his.

"My husband is really into family," she says. "Adoption is an awful process, you don't know what you are getting. He wanted his genetic characteristics passed on."

Harvey, who is Jewish, was not prepared to give up on having a child without exhausting every possible avenue although, Mickey said, she was starting to come to grips with the idea she would never give birth.

"We could give up, roll over and play dead, but that's not the way we wanted it to be. Having a surrogate situation was the most natural thing, second only to having it yourself."

She adds that she underwent a number of operations and two unsuccessful in vitrofertilizations (at a cost of $6,000 each) before they turned to a surrogate mother.

"I exhausted every avenue."

But being childless was starting to color her whole life.

"Everywhere you go, there are babies. I couldn't go anywhere to escape it."

They went to the Centre for Surrogate Parenting in Los Angeles and were quickly matched with their surrogate who was a "respectable" woman, Mickey explains, "who just loved having babies."

Mickey watched the birth and was struck by the tremendous contribution and effort made by the woman who carried Harvey's child.

"It was miraculous. She gave us so much. There are so many people trying so hard to get pregnant and then there are all these abortions. This was the only way we could have a baby. It was a heart-wrenching experience."

The baby was a boy — their preference — and at 8 months he already has three teeth and is learning to walk. He is outgoing and friendly and Mickey thinks he's very advanced for his age.

Sammy has changed night into day for Mickey and her husband.

"He's so perfect, so wonderful, he's my life's dream," says Mickey, who has recently returned to work. The baby is taken care of by a live-in housekeeper during the day.

Financially well-off, Mickey said she doesn't think the $30,000 cost ($10,000 to the surrogate, $10,000 to the centre for legal arrangements and $10,000 for health costs) was high at all.

"The price of my car (a BMW) is the same. How could you possibly compare? Anyone battling infertility spends thousands on tests alone."

She followed the Baby M case carefully and was rooting for the biological father and his wife all the way.

"I sure hope and pray they win the case. This is the only time anyone has had to take a surrogate mother to court and I don't see it as a big problem. Why let one bad apple spoil things?

"Now that I have a child, I feel more fulfilled. I'm happier. A big cloud has been lifted from our lives. When we told our families, they said they were for anything that would help me get a child."

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THE TORONTO STAR

Details of the surrogate agreements

Continued from page F1

mothers report having had an abortion in their past that they want to make up for. As well, two-thirds of the surrogates were raised in strongly religious homes.

When it comes to occupation of surrogates, 33 per cent are homemakers, and of those who work, they primarily hold down jobs such as bank teller or legal secretary. The couples with the fertility problems more often are professionals with family incomes in the $70,000 to $100,000 range.

Hanafin says that there are only five known cases in the United States where a surrogate has backed down on a deal and that none at her centre have ever reneged.

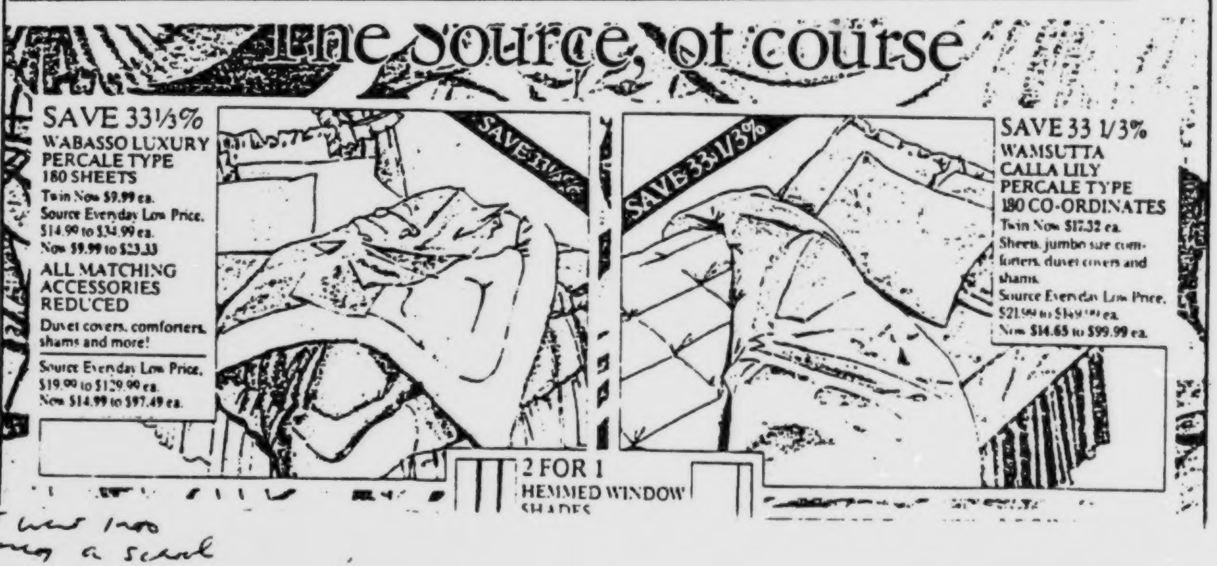
The Centre for Surrogate Parenting has seen 53 children born in six years, there have been five miscarriages and one in 10 surrogates have failed to get pregnant from the artificial insemination procedure (although they all have had children before). Births are split evenly between boys and girls.

The California contract stipulates that the couple "have to take the baby home, no matter what, unless the mother has done something deliberately to harm the baby. For example, if the baby was born with fetal alcohol syndrome from her drinking."

Surrogates are screened for drinking or smoking habits and all have produced healthy babies in the past, Hanafin says. Half the couples served were from California, 40 per cent from other states while 10 per cent are from outside the country. Hanafin reports most of those are from Great Britain.

Since two-thirds of the surrogates are married, it is necessary to get approval from the husband, Hanafin said.

The couples must be medically infertile and married in order to qualify, Hanafin says, and counselling is provided both to the surrogate and the couple before and after the baby's birth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2 FOR 1
HEMMED WINDOW
SHADES

D 1 ②

Date: MAR 0 3 1987

ANDREW STAWICKI/TORONTO STAR

Margrit Eichler: Sociologist says that the use of surrogate mothers could create a "nightmare society" in which poor non-white women would be breeders and money would decide who keeps their children.

Surrogate mothers 'threat to equality'

Childmith

By Catherine Dunphy
Toronto Star

OTTAWA — Surrogate motherhood poses a "real threat" to women's equality, says one of Canada's foremost feminist sociologists.

"If we fail to act we may find ourselves in a nightmare society in which women of color become breeders, and money determines who can and who cannot give up their children," Ontario Institute for Studies in Education professor Margrit Eichler told representatives from 75 women's groups yesterday. She was speaking at a two-day symposium on the family, sponsored by the Canadian Advisory Council on the Status of Women.

An increase in surrogate motherhood, in which one woman is artificially impregnated and bears a child for another woman, would create new types of mothers, she predicted: mothers who are egg or embryo donors and mothers who carry the egg or embryo.

"Usually the lesser income class will become the surrogate mothers; eventually baby selling would be legal and parental rights settled by contract and white women could purchase the services of women of color to act as breeders," Eichler said.

She said women must call for a Royal Commission to look at the impact of technology on reproduction. Half of the people on the commission should be women, she says.

"It is necessary to look at surrogate motherhood since surrogate arrangements are being practised in legally gray areas," Eichler warned. There are no laws governing surrogate motherhood in Canada and some

See SURROGATE/page F1

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Surrogate motherhood called ‘threat’

Continued from page F1

Canadian couples have made contracts with surrogate mothers in the U.S.

Although there have been instances of artificial insemination since 1884, and there are now women carrying children genetically unrelated to them, the combination of surrogate motherhood and test-tube fertilization is the most significant of all reproductive methods, she said.

“The number of families in Canada directly affected is minimal but surrogate motherhood affects us all in seven ways,” she said. It incorrectly redefined motherhood, misrepresented a social problem as a medical problem, medicalized and judicialized pregnancy and made childbirth a commodity to pit women against the fetus, women against women and women against men.

Neither feminists nor right-wing pro-family groups realize how important this issue really is, Eichler said.

“(Right-wing groups) have been barking up the wrong tree when they fight the feminists about the role of women in the home and issues like child care,” she said.

But she said that right-wing groups such as REAL Women of Canada, the Alberta United Front for Families, Positive Parents, National Citizens Coalition and Campaign Life are also a threat to equality for women because they all believe in the restoration of the patriarchal family and use the rhetoric of equality to argue for social inequality.

Eichler labelled these groups “the pro-patriarchal movement” because they believe in one single type of family: the traditional two-parent family in which the father is the sole income earner and the mother stays at home. They view any group recognizing other types of families as anti-family, she said.

In 1984, 54 per cent of women with preschool-aged children were working, while 97 per cent of fathers of preschoolers were in the labor force, she said.

“It's obvious the slack isn't being picked up by men and that women are carrying a greater load. The burden is real that is being experienced by women,” Eichler said.

Yet the groups promoting the pro-patriarchal traditional family say women must remain in the home as a housewife, she added.

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The Weekend Observer

The Ottawa Citizen

aturday January 31/87

p. B1.

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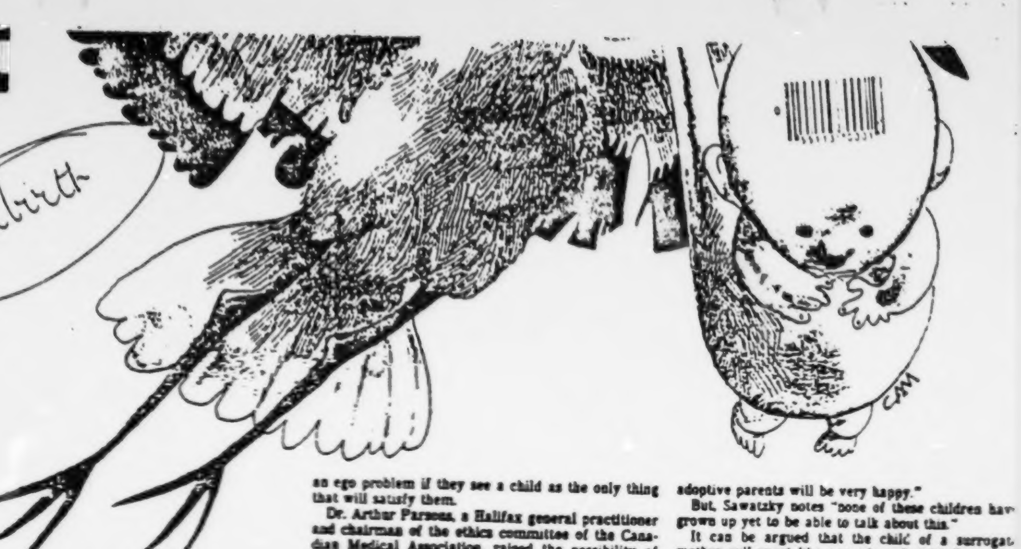
for rent

The dilemma of surrogate motherhood

childbirth



By Daniel Drolet
Citizen staff writer

A woman has a baby. She sells it for $10,000 to a couple desperate for children.

The woman is a criminal.

Society questions her morals, calling her an unfit mother, a prostitute, or worse.

A woman is artificially impregnated by a man who is not her husband. When the child is born, the mother gives it to the father and the father's wife for $10,000.

This woman is apparently not guilty of a crime. Society calls her a surrogate mother.

Should this be legal? Is it moral?

While theologians, legislators, lawyers and doctors grapple with these questions, others have already made up their minds: while childless couples are seeking out surrogates, women are renting out their bodies.

When it works smoothly, it draws little attention; when it doesn't, it blows up.

In the United States, a New Jersey court is deciding whether Baby M, born last year as a result of a surrogate contract, belongs with her mother, Mary Beth Whitehead, who refuses to give her up, or her father, William Stern, who says she promised to.

Sooner or later, a Canadian court is going to be called upon to rule on a similar issue. And as that time draws nearer, people are beginning to wonder what impact it may have on our concepts of family and morals.

There are two kinds of surrogate motherhood, each with its own set of complications.

In one case, the man in the infertile couple may donate sperm and arrange to have a woman who is not his wife artificially inseminated in the expectation she will turn over the baby to him.

This is what happened in the Baby M case: William Stern had Mary Beth Whitehead artificially inseminated with his own sperm. Stern and Whitehead are the baby's biological parents; Stern's wife Elizabeth is — or would like to be — Baby M's "social" mother — the mother in the eyes of society.

The second form of surrogate motherhood is a little more straightforward: The Sterns might have chosen to have a "test tube baby" conceived with William Stern's sperm and an ovum from Elizabeth Stern's ovary. The resulting embryo would then have been implanted in the uterus of another woman.

In that case, the Sterns would have been the biological parents of the baby; the woman who actually gave birth would merely have been renting out her uterus for nine months and the baby would not, strictly speaking, be related to her.

In either case, the parties involved may write out a contract. The problem is that there is no way of enforcing that contract because there are no laws in this area.

Legally, surrogate motherhood is in a vacuum.

Who, for instance, is responsible for the child if it is born with a handicap? Can the father sue the surrogate mother for damaging the child if she smoked or drank during pregnancy? Does the biological mother get custody if the biological father dies?

"There's no law prohibiting it, and there's no law expressly accommodating it," said Bernard Dickens, who was head of an Ontario Law Reform Commission group that examined the legal questions around surrogate motherhood.

Legislators are being pressured to do something.

"The fact is that it (surrogate motherhood) is here, though we may dislike the commercialism of it," said Dickens, who is also a University of Toronto law professor.

"It's not something that is going to go away.

"The approach the Ontario Law Reform Commission took was to undertake damage control. We need a legal system that will minimize the risks and maximize the benefits to the child."

Noel Keane, the Dearborn, Mich., lawyer who has arranged dozens of surrogate births in Canada and the U.S. — including that of Baby M — doesn't have much patience for those who would tell him that what he is doing is immoral.

"I'd tell them to go to hell," he said in a telephone interview.

"Immoral in whose perspective? Certainly not in the perspective of the couple, and not in the perspective of the child who is born."

Keane said the people who are involved in surrogate motherhood are generally moral and highly-educated.

"They feel very good with what they are doing too."

But others wonder about what kind of couple would want a child so much they would have another woman bear it. And what kind of woman would bear a child only to give it up at the moment of birth?

Dr. Ernest Best, a United Church clergyman and former chairman of a church committee examining the issue, said he is worried that the couple who insist on having a child through a surrogate may have an ego problem if they see a child as the only thing that will satisfy them.

Dr. Arthur Parsons, a Halifax general practitioner and chairman of the ethics committee of the Canadian Medical Association, raised the possibility of career women hiring surrogates simply because they don't want to be bothered with pregnancy or because they fear it.

But what about the women who have the babies?

At the heart of the concern about surrogate motherhood is the fear it will turn into a way for desperate young women to make money — making them a kind of baby machine for the rich.

Best, who is also professor emeritus of religious studies at the University of Toronto, put it bluntly:

"We were concerned about women having to sell themselves because they are broke."

The few women who have been willing to talk publicly about being surrogate mothers often say they do it partly because of the money, and partly for altruistic reasons. They say they like being parents themselves, and want others to have a family.

The motives of surrogate mothers, clearly, are not always altruistic.

"There are all sorts of private enterprise and many are considered demeaning," said Bartha-Maria Knoppers, a law professor at the University of Montreal and author of a book on artificial conception and medical liability.

"A lot of these women have other psychological motives."

Knoppers was referring to studies that have suggested some of the women who want to be surrogates are trying, for example, to compensate for abortions they have had.

Then there's the question of the child — the only party whose opinion can't be sought and in whose name all this is being done.

When it gets older, will the child try to seek out its birth mother?

Will it resent her "selling" it? Will the birth mother, knowing she is going to give up the newborn, take as good care of herself during pregnancy as she might otherwise?

Lenore Sawatzky of the Children's Aid Society of Ottawa-Carleton said people who want to enter into surrogate mother arrangements are laboring under delusions.

"I think some of the assumptions are somewhat naive, such as that it is going to be bliss, that the child will be understanding and happy and that both adoptive parents will be very happy."

But, Sawatzky notes "none of these children hav grown up yet to be able to talk about this."

It can be argued that the child of a surrogat mother will react like any adopted child: Some wi want to find the birth mother, others won't.

But Hubert Doucet, a Roman Catholic priest an professor of bioethics at Saint Paul University, sa there is one important moral difference betwee adoption and surrogate parenting: adoption is a sol tion to a problem that already exists; surrogate p renting creates a problem by giving the child t families.

"It is a pregnancy which, when it is done for e nomic reasons, isn't done for the benefit of child," he said.

Doucet compared surrogate motherhood to practice of wetnursing, whereby a woman would hired to breastfeed a baby not her own.

Doucet said infants in the care of wetnurses oft receive sub-standard care because the wetnurs have no emotional bond with them. He fears th same would happen with children of surrogate mothers.

"It's a question of creating life that will have a full chance for development," said Doucet, "and if the ways of making the child aren't good, there are risks for the development of the child — even its spiritual development."

Keane, however, said the practical result of providing children to childless couples has decided the moral question.

"I'm Catholic and I believe in God, but there are certain things the Church says you can't do that you have to question."

He said he is performing a needed service. "There is a tremendous amount of suffering by people who can't have a family.

"One out of six couples is infertile, and that translates into millions of couples."

Surrogate fatherhood has been done for years. When the male in a couple is infertile, the wife may be artificially inseminated with sperm donated by anonymous men. While not approved by the Roman Catholic Church, the procedure is easily kept under wraps by a couple who don't want family and friends to know.

There is even some legal protection for people involved: In Quebec and the Yukon, the law says a man who consents to have his wife artificially inseminated is the legal father of the resulting child.

Globe & Mail Date: JAN 2 4 1987

WHOSE BABY IS IT?

BY DOROTHY LIPOVENKO
The Globe and Mail

Childbirth

Not since two mothers claimed the same baby before King Solomon have two women fought so passionately over a child as in the case of Baby M, the offspring of a surrogate mother. It will take more than the wisdom of Solomon to solve the countless problems that could arise from this controversial and growing practice.

THE PRACTICE is not new. Since biblical times barren women have sought children from others. But the problems confronting society over the increase in surrogate motherhood are new and very real.

In a New Jersey courtroom, Mary Beth Whitehead and Elizabeth Stern are battling over 10-month-old Baby M, the child Mrs. Whitehead bore and whom she refuses to relinquish to Dr. Stern and her husband, who had a contract with her to produce a child.

Cast as Solomon in this morality play is U.S. Superior Court Judge Harvey Sorkow, who must decide which party has the better claim to the little girl.

Mrs. Whitehead is not the first surrogate mother who has had a change of heart and welshed on a written agreement to hand a newborn baby over to the contracting parents. But William Stern, the biological father, and his wife want the court to set a precedent and enforce a contract in which they commissioned a child from Mrs. Whitehead for a $10,000 (U.S.) fee.

The Baby M case has stirred public emotion because of its poignancy and the vulnerability of both women. The Whiteheads, a New Jersey couple, have a 10-year-old daughter of their own; Dr. Stern, a 40-year-old pediatrician, cannot risk bearing a child. The judge's decision as to who goes home empty-handed — and the legal reasoning for it — will force a redefinition of who is a parent, or reaffirm the fundamental claims of natural motherhood.

The competing claims in the case open up a legal minefield.

The legal status of surrogacy is murky. There is no law in Canada or the United States forbidding it. If there is nothing to prevent an infertile couple from using the reproductive capacity of another woman, critics wonder whether this kind of service should be acceptable for a contract.

If the courts uphold such arrangements, requiring the surrogate mother to give up all claims and rights at birth, they disregard the physical and emotional bonds between mother and child and undermine centuries of religious and social teaching.

And regardless of who gets to keep babies created in this way, no one can predict the emotional consequences when they learn of the particular way they came into the world.

The Baby M case also hints at the potential dangers with the hundreds of surrogate arrangements that have been carried out in the United States and Canada: half-siblings who may never know each other; marriages between unwitting relatives; inheritance and other legal claims the child may have against the surrogate mother; the natural father's exclusive claim to custody in event of divorce.

Sooner or later, these claims will be put to the test by a Canadian baby born to a surrogate mother.

Infertility specialists interviewed across Canada claim they steer clear of surrogate births, often because they deplore the practice. That leaves Canadian couples with two options.

A number are clandestinely using friends and relatives to have babies for them, with no money changing hands. In at least one case, according to one lawyer, a married woman had a baby for her childless married sister, using the latter's name and OHIP number in hospital.

The other, more expensive, route is to arrange for a U.S. surrogate mother. Most Canadian couples opting for this go to Michigan lawyer Noel Keane, whose business is arranging surrogates for a $10,000 (U.S.) fee. The total cost to a Canadian couple, including the surrogate's payment and other expenses, is about $23,000 (U.S.).

In an interview, Mr. Keane said that at least 30 babies have been born to U.S. women for Canadian couples since the mid-seventies, with the adoptions (by the biological father's spouse) done in the United States.

"I don't think anyone is doing surrogates in Canada," he said, adding that four Canadian women — two from Toronto, one each from Montreal and Windsor — have been surrogate carriers for U.S. couples. One woman gave birth en route to the United States, and the father came up to the Canadian hospital to acknowledge paternity.

Mr. Keane said there is no shortage of women who want to be carriers, and he has had applications from 40 to 50 Canadian women.

Also on his agenda are incubator babies. Here the woman carries an embryo established in a test-tube from a husband's sperm and his wife's egg, when the couple are not infertile but cannot conceive in the conventional way, or the wife cannot become or stay pregnant. (Mr. Keane said he has arranged for a U.S. woman to carry a Japanese baby for a Japanese couple.)

Unlike Mrs. Whitehead, a woman who acts as an incubator is a true surrogate, in that she does not donate the egg and therefore is not the baby's real mother. But either arrangement commands a fee, raising in some minds the spectre of yet another form of female prostitution and financial exploitation of lower-class women.

"It creates another subclass of women for reproductive hire," said Suzanne Scorsone, director of the Toronto Catholic

WHOSE BABY — Back page of section

1 of 2

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installed reactors, yet manag... place three in the top 10, with a fourth right behind, powering away

Chris Burke
Ottawa

The Taiwan tangle

I don't blame mainland China's embassy staffer Duan Jin for trying to defend the indefensible (letter — Dec. 19).

Contrary to Mr. Duan's wishful assertion, Canada did not recognize Peking's claim to sovereignty over Taiwan when the two countries established diplomatic relations. Canada's Oct. 13, 1970

to Canadian sensitivities about Quebec. He fails to mention that no modern Canadian government would force Quebec to remain in Confederation under the barrel of a gun against the clearly expressed wishes of a majority of its residents. By contrast, Peking has repeatedly asserted that the Chinese on Taiwan do not have a right

[illegible] determination.

Whose baby is it?

2 of 2

● From Page D1

chancery's office of family life.

The Roman Catholic Church and both Orthodox and most Conservative Jews condemn surrogate motherhood as a form of adultery. The legal status of a baby born of such a union is problematic for Jews, because if the surrogate mother is married the child is considered a bastard, jeopardizing its status within Judaism.

Mr. Keane said that more than one-third of his clients are Jewish couples, and Toronto rabbi Lawrence Troster noted that if the surrogate mother who donates the egg is not a Jew, neither is the child she bears for a Jewish couple.

Rabbi Troster, and some Canadian doctors, deplore surrogacy as in part a practice arising from infertility caused by sexually transmitted diseases.

"You're asking society to adapt its rules . . . because of an infertility problem caused by defying a moral code," said Dr. Arthur Parsons, chairman of the Canadian Medical Association's ethics committee.

Other doctors oppose surrogacy because of its psychological effect on the mother. Dr. G. W. Korn, a Vancouver obstetrician with a large artificial insemination practice (donor sperm used to impregnate a woman), firmly believes "that no woman who gives birth to a baby should give it away."

Doctors, lawyers and ethicists in Canada who are following the Baby M case agree that the courts must recognize the physical and psychological bond between an infant and its mother as stronger than any contract.

They say the New Jersey court's decision likely will turn on the custody issue — in which family the child is better off — and less on the enforceability of Mrs. Whitehead's contractual agreement to relinquish the infant at birth.

If a similar case arose in Canada, lawyers say, the courts would face the same dilemma: Like adoption, surrogacy is a provincial matter, but there are no laws to deal with it. Ontario is the only province to have taken a stab at the issue, through a law reform commission study in 1985 on human artificial reproduction. It made recommendations that, if implemented, would require court approval for the terms of the arrangement before the pregnancy.

Only provincial adoption laws speak to the practice of baby buying, outlawing payment for adoption other than the mother's medical costs.

Philip Epstein is a Toronto family law practitioner brought in to clean up the legal mess for several Canadian couples who arranged surrogate births across the border. He has done a flip-flop over the issue and now calls surrogacy "a morally bankrupt idea," firmly believing that no Canadian court would uphold a surrogacy contract.

"There is overwhelming reason to believe these contracts are void and would not be upheld," Mr. Epstein said, because it is against public policy for money to change hands in return for a baby.

Even where no money is involved, there is still potential for trouble, said Edward Keyserlingk, a member of the federal law reform commission and McGill University's Institute for Medicine, Law and Ethics.

For the surrogate who becomes attached to the child, he said, "there are tremendous psychological factors at work here that are than any other contract it ever had to grapple with."

If surrogate contracts are not worth the paper they are written on, then U.S. and Canadian courts will turn their attention to the test of the baby's "best interests."

Ontario family law permits courts to disregard private agreements on the care and custody of a child. No such agreement will stand in the way of a child's best interests, said Roman Komar, chief adviser to Ontario's family court judges.

In deciding where a baby will be better off, the court must consider the love and emotional ties between the child and each person claiming custody; who has the blood relationship with the child and the length of time the youngster has lived in a stable home.

And, according to Canadian child welfare law, other members of the family have a stake here too, including siblings and grandparents. Ethical consultants point out that Mrs. Whitehead's 10-year-old daughter is a half-sister to Baby M, and that blood knot will not be untied if the baby is awarded to the Sterns.

"You can't keep these things a secret. Even if the Sterns move away (with Baby M), the Whitehead's child will want to know her half-sister," said David Roy, one of Canada's leading ethicists and director of the Clinical Research Institute in Montreal. "Surrogacy also raises the issue of whether the contracting parents should be legally protected from (the claims) of the surrogate mother's family, such as grandparents who want to know their half-grandchild."

Surrogate motherhood "is morally marginal," Dr. Roy believes, "but it should not be condemned."

He came to this conclusion after inviting a surrogate mother and her spouse to speak to a group of ethicists recently. Their story increased the audience's tolerance for surrogacy.

"We all started to think of it in a different way," Dr. Roy admitted. "These people were't freaks. They were a bit unrealistic about future problems. This woman lives in a small town and has seen the child on the street with the mother."

Despite his concern about potential contact between surrogate mother and child, Dr. Roy thinks "we must be open to somewhat different ethics for reproduction."

Many Canadian doctors disagree. And they are deterred from becoming involved by a CMA warning of possible lawsuits by all the players, including the child; if the baby is born with an unforeseen handicap or is injured at birth.

Infertility specialists say surrogacy is useful only in limited cases, usually for a woman with no uterus or ovarian malfunction. But Dr. Jerald Bain, former director of the reproductive biology unit at Toronto's Mount Sinai Hospital, says if society recognizes the right to have a baby through surrogacy for a woman who is unable to bear a child, then it opens the door for couples childless for other reasons.

"From a civil rights point of view, how can you deny a woman who does not want to give up her career (to have a baby) the right to the services of a surrogate?" Dr. Bain asked.

If high-power career women opt for instant motherhood and are joined by the increasing number of couples fed up with 10-year waiting lists for adoption, surrogacy will thrive. The legal and ethical issues will continue to haunt both sets of parents and, most important, the

Toronto Star **Date:**

JAN 12 1987

Surrogate child birth laws demanded

By Jackie Smith Toronto Star

The bitter and desperate battle for custody of a 9-month-old baby taking place in a New Jersey court could happen here, says Toronto lawyer Philip Epstein.

Surrogate motherhood is fraught with risks, the "most serious" of which is a woman giving birth refusing to hand over the baby. And there is no legislation to control it, says Epstein, a leading family law expert.

On one side of the New Jersey case is Mary Beth Whitehead, a 29-year-old married mother of two who says giving away her daughter made her feel like "somebody was cutting my arm off."

On the other side are Elizabeth Stern, a 41-year-old pediatrician, and her biochemist husband William, 40, whose sperm was used to artificially inseminate Whitehead so she could produce a baby for the couple under a $10,000 U.S. ($13,700 Can.) contract.

In the middle is the infant. Named Sara by Whitehead and her garbage collector husband, Richard, 37 — and named Melissa by the Sterns — the infant is living with the Sterns while the court sorts out the mess and decides her future.

The case raises fear in those who turn in desperation to surrogate mothers and pay out thousands of dollars in the hope of having a baby.

And it confirms the fears of those who condemn surrogate motherhood because of just such risks — including worry that poor women may feel pressured to produce children for money.

It takes "very special" people to make surrogate motherhood work, says Epstein. There are many possible problems. The surrogate may not appear at the agreed

See FIGHT/page B4

1 of 2

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Fight over surrogate baby possible here, lawyer says

Continued from page B1

place of birth, she may refuse to hand over or simply disappear with the baby.

Or the baby may be deformed and unwanted by both parties, as happened in the celebrated "Baby Doe" case in the U.S. in 1983, in which a surrogate mother bore a handicapped child that neither she nor the alleged "natural" father wanted. (It later turned out the man wasn't the father.)

Child's best interests

And the child or biological mother may eventually want to re-establish ties with each other.

While contracts between surrogates and potential parents are supposed to eliminate possible problems, Epstein says the court is the final arbiter in child custody cases, based on what's in the best interests of the child.

Epstein acted for a couple in Canada's most publicized surrogate case. In 1982, the Metro Catholic Children's Aid Society launched a custody action when a 20-year-old Florida woman left Scarborough's Centenary Hospital after giving birth to a son conceived with the artificially inseminated sperm of a Scarborough man.

The man won custody after going to court to claim his son, and the government asked the Ontario Law Reform Commission to study the issue.

University of Toronto law professor Bernard Dickens says the Ontario government should deal with possible problems by introducing legislation based on a 1985 law reform commission report on artificial reproduction.

It recommended that contracts between surrogate mothers and clients — including such factors as payment, suitability, blood tests and consent — be settled in court before artificial conception takes place.

The report also said the court should deal with subsequent problems such as abortion, birth defects and refusal by a surrogate to hand over a child.

But a spokesman for the attorney-general's office says no legislation is planned.

Dickens says courts faced with surrogate conflicts deal with two separate issues: Is the contract enforceable? Who should get custody of the child — the biological mother or the biological father?

In one case, says Dickens, an English court held that such a contract was unenforceable, but ruled that the child was better off with the biological father.

Epstein says legislation is needed to safeguard the rights of all parties, including the child.

Michigan lawyer Noel Keane, head of the Infertility Centre of New York — which arranged the contract between the Sterns and Whitehead — believes surrogate motherhood is an "excellent" way for a childless couple to have a baby.

He says he hopes the judge will enforce the agreement. But, he says, the risks of a surrogate refusing to give up a baby will never be eliminated completely until there is legislation governing the practice and the courts rule that surrogate contracts are enforceable.

140 births

Keane says he has arranged 140 surrogate births, and three mothers — including Whitehead — reneged on their agreement. The other two children remained with the surrogate.

In the Stern case, Whitehead gave the baby to the Sterns three days after birth. But a day later, when Whitehead seemed suicidal, the couple agreed to return it temporarily to her care, Elizabeth Stern testified.

Whitehead fled to Florida with the baby, which was eventually seized by authorities and returned to the temporary custody of the Sterns, with Whitehead allowed visiting rights.

Keane says he is arranging surrogate mothers for about 30 Canadian couples, "mostly from the Toronto area." The fees total $25,000 U.S. ($34,250 Can.): $10,000 to the lawyer, $10,000 to the surrogate and $5,000 for miscellaneous costs, including medical and adoption procedures. Children born in the U.S. are adopted by the Canadian mother before being taken to Canada, he says. The father is already considered the legal parent.

A spokesman for lawyer Katie Brophy of Louisville, Kentucky, who also works with surrogates, says Brophy has been contacted by two Canadian couples seeking a surrogate mother

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Tasty low-calorie meatloaf features chicken and veal

The Star's Daily Recipe

Mary McGrath

Veal, chicken and mushrooms add more than good taste to this meatloaf — they keep the calories low, too. This one has a mere 182 calories a serving and it was created by French chef Pierre Franey for his book *The Low-Calorie Gourmet* (Fitzhenry & Whiteside, $21.50). He likes to serve it with a tomato sauce and garlic green beans.

Veal, Chicken And Mushroom Meatloaf

1 tbsp butter
½ lb (250g) mushrooms, sliced
¼ tsp dried thyme
1 bay leaf
½ cup finely chopped onion
1 tsp chopped garlic
1 lb (500g) ground veal
½ lb (250g) boneless and skinless chicken breast, ground
½ tsp salt
Freshly ground black pepper
1 cup fresh bread crumbs
¼ cup chicken stock
4 tbsp chopped fresh parsley
2 large eggs, lightly beaten

Preheat oven to 375 degrees F. Melt butter in frying pan. Add mushrooms (about 2 cups), thyme, bay leaf, onion and garlic. Sautée until mushrooms have given up most of their liquid. Let cool.

Remove bay leaf. Transfer mushroom mixture to a bowl and combine with veal, chicken, salt, pepper to taste, bread crumbs, chicken stock, parsley and eggs. Work mixture with hands until thoroughly blended. Pack mixture into a 9- by 5-inch loaf pan. Smooth over top. Bake uncovered, for 1 hour. Let stand about 15 minutes before slicing. Serve with tomato sauce and garlic green beans. Makes 8 servings, about 182 calories each.

Toronto Star

OCT 01 1986

Childbirth

Surrogate motherhood called ethically wrong without medical reason

By **Marilyn Dunlop Toronto Star**

2 kinds of SM

Surrogate motherhood, when there is no medical reason a woman cannot carry her own child, is ethically unacceptable, a conference on fertility in Toronto was told yesterday.

A report, by the ethics committee of the American Fertility Society, which sets out ethical guidelines on matters involving new reproductive techniques, was explained by committee chairman Dr. Howard Jones of Norfolk, Va., at the Royal York Hotel. He said "convenience or vanity" of women who wanted to have children of their own yet avoid pregnancy was not morally justifiable.

The report warns that "white women of higher class may use white and minority women of a lower class as surrogates."

Although the report, which was two years in the making, has no legal status, medical scientists involved in the field of human reproduction are expected to follow the guidelines, Jones said in an interview. Many Canadian doctors are members of the American Fertility Society.

Experimental treatment

The committee recommended that in cases in which a woman cannot carry her own child because she has no womb, a surrogate pregnancy would be ethically acceptable providing it was conducted as a clincial experiment, approved by a review committee and with all the safeguards involved in any experimental medical treatment. Some women produce eggs normally but have had their uterus removed surgically or are born without a normal uterus.

① In such a case, the egg is obtained from the woman, fertilized with her husband's sperm and implanted in the surrogate mother. Genetically the baby is not the child of the woman who bears it.

The report said much remains unknown about surrogate pregnancies, such as whether there is bonding between a fetus and the surrogate mother during gestation and what psychological impact occurs on all three people involved. It said there must be safeguards to prevent a woman being coerced into becoming a surrogate mother, particularly if she is a friend or relative urged to help out a childless couple.

Jones said the committee recommended there should be no payment, other than expenses, for surrogate mothers and no finder's fee to doctors or nurses for obtaining for a couple the services of a woman willing to be a surrogate.

The first birth of a baby born to a woman not the biological mother of the child was at Mt. Sinai Clinic in Cleveland in April.

Jones said common law states that the female who has the baby is the mother, but that can conflict with contractual law. "There is some question of who the mother really is," he said. "The rearing mother may be considered, in law, the mother."

The report calls for tissue testing to ensure a child born to a surrogate mother is genetically the child of the couple, not the result of a normal conception in a woman made pregnant by her own partner.

② Other women have acted as surrogates by being artificially inseminated with the sperm of men, not their partners, but for whom they have made a contract to carry his child and give him and his infertile wife the baby when it is born. In these cases, however, the pregnant woman is the biological mother.

The report notes that in the United States there is no law to protect a couple who make such an arrangement. Recently, a surrgate mother refused to give up the child to a couple with whom she had a contract. The case is still before the courts.

Jones said in the U.S. "there is a strong constitutional right to reproduce and we have been advised that any law to prevent surrogacy would be considered unconstitutional." But he said "if there is undue squabbling over the baby, society may have to step in." The report calls for public education on the issue to determine society's views.

Eggs frozen

Jones told the conference the report also says a human embryo should not be considered to have full human status for approximately the first 14 days. The committee calls this phase of development after an egg is fertilized "pre-embryo."

"We as society value human material over other material," Jones said. "But the committee feels that while a pre-embryo is human it does not deserve the status of an adult human. It is not yet an individual." In effect, he said, the recommendation would mean that a pre-embryo could be used for research or thrown away.

The recommendation could solve a dilemma for doctors performing in-vitro fertilization. In some cases, more eggs become fertilized than the doctor wishes to implant. In Toronto, all fertilized eggs have been implanted, increasing the chances of a multiple birth.

Globe & Mail JUL 12 1985 **Date:**

CHILDBIRTH

Surrogate motherhood: why it should be permitted

BY ALLAN C. HUTCHINSON

Mr. Hutchinson is a law professor at Osgoode Hall Law School, York University.

THE ONTARIO Law Reform Commission's recent report on artificial reproduction gives an unofficial green light to surrogate motherhood. Or at least an amber light. In an enlightened discussion, the report rejects the banning of surrogate motherhood in favor of regulating it.

The report's recommendations for legal reforms make good sense.

Surrogacy involves an arrangement whereby a woman agrees to conceive a child on behalf of a couple who will assume sole responsibility for its upbringing. These agreements are usually reached to overcome infertility or genetic impairment; "inconvenience" is not an acceptable reason for surrogacy.

Although there was a powerful dissent, the majority of the law reform commissioners maintained that, as a matter of public policy, surrogacy ought to be permissible. Actual engagement in such an agreement is, of course, a question of individual morality. It is the trappings of the surrogacy agreement, the commissioners argue, that are objectionable.

The exploitation of impoverished women — and a possible tendency to regard babies as commodities — can be dealt with by regulatory devices. Moreover, surrogacy will not disappear if it is prohibited: it will add another dimension to the shadowy world of clandestine agreements.

In place of the present legal uncertainty, the report proposes that all surrogacy agreements be in writing and be approved and supervised by the Family Court. The suitability of all participants, terms of remuneration and the like would be at the discretion of a judge. Upon the birth of the child, the surrogate parent would cease to have any legal relationship with it and the commissioning couple would become its sole legal parents. Private agencies would be permitted to facilitate surrogacy arrangements, but only under strict government regulation. Unapproved agreements would be unenforceable and participants would be punished by a fine.

Within the narrow range of feasible political options, these proposals are to be applauded. The all-male commissioners have refused to be intimidated by reactionary responses in other jurisdictions. Yet, perhaps for good strategic reasons, they do not make explicit the positive rationale in favor of surrogacy arrangements.

A convincing argument must be based on the overriding demands of equality. The case can best be made by focusing on the traditional arguments against surrogacy.

In his dissent, Allan Leal, vice-chairman of the Law Reform Commission, relies on two central claims: that surrogacy undermines "the basic principle of our social ordering" that "the procreation and rearing of children should take place within a marital union" and that such arrangements are "basically exploitive". Both objections draw their force from the dominant male view of sexual roles and family relations.

Regarding the first critical claim, marriage as a life-long relation is no longer the norm in society. Considerations of formal legality ought not to take priority over the existence of stable, supportive and caring commitments as the best context for child-rearing.

More important, the marital union has historically been the site of female oppression. It is within the home, as a mother, and the bedroom, as a wife, that many women have experienced most acutely the treacherous "security" of legal marriage.

This, of course, ties in with the objection that surrogacy exploits women. The potential for exploiting women in surrogacy agreements is very real. But the moral outrage this occasions is hypocritical in a society that turns a blind eye to wholesale exploitation in other ways. Not only have many women been the objects of male domination in the "natural" organization of sexual relations, but they are the daily victims of economic exploitation.

Support for surrogacy must be firmly based on equality, a quality much talked about but rarely implemented. The freedom of men to control their own sexual lives must be extended to women. This is nowhere more urgent than in procreative decisions. The traditional views of motherhood and sexual exploitation are male. The "natural" has been determined by men and endured by women.

Any improvement must begin with opportunities for women to reclaim and redefine their sexual roles and responsibilities. Motherhood is one place to begin. And surrogacy is a first step. If society is to take its commitment to equality between men and women seriously, the commission's proposals ought to be accepted.

HE TORONTO STAR
ıürsday, June 27, 1985

LIFE / CLASSIFIED

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Pages G1-G12

Radical report' on surrogate mothers

CHILDBIRTH

①of②

Sarah Jane Growe
ronto Star

ommercial sperm banks, ex-imental research on human bryos and surrogate mothers infertile Ontario couples are a g way off despite the fact the tario Law Reform Commis-n's long-awaited report on man artificial reproduction has forsed such measures.

"It is a radical report in staid nservative Ontario," says ronto lawyer Philip Epstein, it the history of law reform mmissions is that legislation is w and with the state of Ontario itics as it now is, there won't be ch progress in this area until have a majority government."

he 300-page report, tabled at een's Park five days before the nise of the Conservative gov-nment last week, says artificial emination, in vitro or test-tube tilization, and in vivo fertiliza-s followed by lavage (washing) are "legitimate and ethically eptable advances in medicine."

Legal plan

n addition, 32 of its 67 recom-ndations spell out an elaborate al scheme designed to regulate rogate mother arrangements. der the proposed system, the ms of the contract — payment, pbility, blood tests, consent — uld have to be thrashed out in rt before artificial conception ld take place. And the same rt would deal with subsequent blems such as abortion, birth ects and refusal by the surro-e to hand over the child.

ut medical and legal experts, ting for years to be told what y can and cannot do in order to p infertile Canadians have ies by artificial means, are not e the commission's proposals l work.

pstein, who was involved three years ago in the only surrogate mother arrangement ever to be completed in Canada, is nervous.

"The recommendations (on surrogate motherhood) go a long way," he says. "But no matter how carefully the legal framework is worked out, there are serious human problems. The last thing you want to do is to have to resort to an order of law when a baby is born."

It was the legal fuss about the first (and last) surrogate birth in July, 1982, that prompted the Ontario government to run to the law reform commission for help and Epstein is frankly surprised the commission now supports such arrangements.

Nonetheless, surrogate motherhood will never be legal in Ontario, Epstein predicts.

The Warnock Committee in England, in favor of outlawing surrogacy, will influence provincial politicians, he says. And the opposition of the commission's vice-chairman, Allan Leal, will be highly regarded.

In his five-page dissent, Leal, a former dean of Osgoode law school and a former deputy attorney-general, not only asks that surrogate contracts remain unenforceable but also recommends a provincial law be created to punish any professionals assisting in them.

"Someday, someone will be prosecuted over all this," says Epstein.

In its turn, the medical profession, left by the commission to come up with standards of practice in administering the new reproductive technology, is not any more sanguine about the prospect.

"Physicians are at the interface between technology and the patient," says the chairman of the Canadian Medical Association's

Expert doubts government will move quickly on recommendations about artificial reproduction

ethics committee, Dr. Arthur Parsons of Halifax. "And they are not happy about being there. It is so difficult to arrive at a consensus. And once the legal issues are solved, we still have the difficulties."

The report defines artificial reproduction as the practice of medicine. That means only doctors can be involved in the procedures.

"How is the government going to enforce that?" asks Parsons. "It is going to have to be not only in the bedrooms of the nation but in every room in the house."

But Bernard Dickens, a University of Toronto law professor who acted as a consultant to those preparing the report, says it is inappropriate for the five commission lawyers to tell doctors how to do their job. "They (doctors) have to keep their house in order themselves," he explains.

Protection urged

The commission has solved the strictly legal problem surrounding the parentage of an artificially conceived child by proposing a new law that would prevent any donor claims to parental rights and protect donors from being asked to assume parental duties.

But apart from telling doctors that participation in an artificial conception program should be limited to "stable single women and to stable men and stable women in stable marital or non-marital unions (also opposed by Leal)," and that the donor's "free

MICHAEL STUPARYK/TORONTO STAR

Commission lawyers: Mel Springman, left, and Larry Fox were among those who prepared the Ontario Law Reform Commission's report on artifical reproduction, sperm banks and embryo research. The report says the procedures are "legitimate and ethically acceptable advances in medicine."

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"Largesse is not their function," Ralph Garber, the University of Toronto's dean of social work, says of doctors. "Accessibility is a matter of [illegible]

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"The 14-day limit was arbitrary," says Dickens, "but in legal [illegible]

the direction that no such human material should be stored longer than 10 years.

"That may conjure up the image of enormous baby warehouses," says Springman. "Quite right. The 10-year limit presupposes a prob-

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But apart from telling doctors that participation in an artificial conception program should be limited to "stable single women and to stable men and stable women in stable marital or non-marital unions (also opposed by Leal)," and that the donor's "free and adequately informed" consent should be required by law, the commission has left the medical profession to set its own professional standards.

Although commercial sperm and ova banks may eventually take on the burden of screening against genetically transmissible diseases, individual doctors will be responsible for other contentious matters such as donor frequency, marital status and reproductive history. They will be required to design a record-keeping system that preserves the anonymity of all parties at the same time as it allows "linkage" for medical purposes.

"Disclosure of birth origins will be more stringent than in adoption," admits commission lawyer Mel Springman, one of the two authors of the report.

And it would also be up to individual doctors to mete out patient access to these non-identifying records.

That does not please Queen's Park's new one-man commission

MICHAEL STUPARYK/TORONTO STAR

Commission lawyers: Mel Springman, left, and Larry Fox were among those who prepared the Ontario Law Reform Commission's report on artificial reproduction, sperm banks and embryo research. The report says the procedures are "legitimate and ethically acceptable advances in medicine."

on adoption information disclosure.

"Largesse is not their function," Ralph Garber, the University of Toronto's dean of social work, says of doctors. "Accessibility is a matter of right, not a matter of profession. And if the commission is moving in a different direction from society (which may be moving toward openness in information), that is not a desirable direction."

Dr. David Armstrong, a University of Western Ontario professor who directs the Medical Research Council's reproductive biology unit, also expressed disappointment with the commission's report.

"Limiting medical research on human embryos to 14 days after fertilization is a bit of a cop-out," he says. "They just bought the recommendation of the Warnock Committee without giving it a great deal of consideration."

The commission was more than cautious in this respect, admits Springman.

"The 14-day recommendation had nothing to do with medicine; it had more to do with ethics," he says. "The commission was very afraid."

Dickens, chairman of a committee now revising the Medical Research Council's 1978 guidelines on ethical research, acknowledges the 14-day limit may have to be expanded in order to permit valuable medical research.

"The 14-day limit was arbitrary," says Dickens, "but in legal terms it marks the difference between contraception and abortion. We have left it open to doctors to justify longer procedures. But it is still a problem that has to be decided."

Doctors anxious

The prospect of having to waste a human embryo, either for research or as surplus from the test-tube baby process, has long been a source of anxiety for doctors in test-tube baby clinics. Faced with volatile opposition from anti-abortion groups and working without any uniform guidelines, they have, in fact, tried to avoid such procedures, increasing both the cost and the risk to the women undergoing in vitro fertilization in Ontario.

Now the commission has recommended that donation of sperm, ova or embryos be accepted medical practice. In fact, it wants a public organization, on the model of the Canadian Red Cross society, to operate banks to buy or sell donated sperm, ova and embryos on a commercial basis, giving only the direction that no such human material should be stored longer than 10 years.

"That may conjure up the image of enormous baby warehouses," says Springman. "Quite right. The 10-year limit presupposes a problem. We do not want a child conceived now and born 300 years from now."

But commercial is not synonymous with profit, warns Springman. The idea is to allow banks to pay their staff and cover their costs. And the advantage is that recruiting, screening and marketing of high-quality material is conducted over a wide geographical area.

Neither Springman nor his colleague Larry Fox is perturbed by the divergent response to the report. In fact, they both anticipated and invited it.

"There is no community consensus with respect to the resolution of some of these issues," the report concludes. "There clearly are differing perceptions in the community that no doubt will contribute to the vigorous debate that is sure to follow."

But, with a new government sworn in only yesterday, no one knows when — or even if — that debate will begin.

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Toronto Star **Date:** APR 18 1985

CHILD BIRTH

THE TORONTO STAR, THURSDAY, APRIL 18, 1985 / B3

Private agency in Alberta registers surrogate moms

CALGARY (CP) — The Alberta government says it won't stand in the way of a computerized registry matching surrogate mothers and childless couples.

Social Services Minister Neil Webber says he has no plans to "look into this particular case to see if it is legal or illegal."

He was referring to Canada's first private adoption registry set up by David Fielding, who runs a computer data base service in the Calgary area.

In addition to matching couples with women willing to lend their wombs during pregnancy, the registry will also put couples in contact with mothers who wish to give up their children for private adoption. Both couples and mothers are charged a $5 membership fee to have their names placed on the registry.

But Webber says his department has already started a review of private adoptions.

Few regulations exist to control the practice in Alberta apart from a section of the Child Welfare Act prohibiting people from "giving or receiving any payment or reward" in exchange for a baby.

But Webber has said the law is next to impossible to enforce, noting there has never been a prosecution in Alberta under the present act.

[illegible] like this," he says. "Who in their right mind would interfere?"

It was Canada's first birth by a surrogate mother. It was also the last.

The blond, blue-eyed imp now laying siege to every corner of the three-bedroom Scarborough bungalow he shares with his family is the law on rent-a-womb babies in Canada.

The father's legal predicament prompted Queen's Park to ask the Ontario Law Reform Commission for help. But it could be many more years before its recommendations on human artificial reproduction, expected next month, evolve into legislation.

Meanwhile, the Scarborough man, who immigrated to Canada from Croatia 20 years ago so that he could enjoy a better life, is dumfounded by Canadian justice.

"The same kind of people used to burn people at the stake," he says of the people who temporarily kept his son from him. "For them, nothing has changed since then. They threw us in the fire of their own morality."

For almost 100 years, men have sold their sperm to help the one of every six couples who are infertile. To avoid social complications, sperm donors are almost always anonymous. They are not, as a matter of practice, hauled into court.

But when a 20-year-old Florida woman was artificially inseminated with the Scarborough man's sperm and then gave birth in Scarborough Centenary Hospital, he had to go to court to claim his son. It wasn't until 11 days after the birth that the baby went home to his father on a temporary court order.

Appeared abandoned

Lawyers at the time blamed the legal fuss on the surrogate mother's precipitous return to her husband and twins in Florida, which made it appear as if the infant had been abandoned and was in need of protection.

In fact, the Scarborough man and his wife had planned for it, worked for it and waited for it for 13 years.

"We didn't hurt anybody. They treated us like outlaws," the man says. The judge has prohibited the publication of his name. But "I don't mind my name being used," he says. "I have nothing to hide. I am not a criminal."

The Scarborough couple may have ended up in court even if the Florida woman had waited until she and the child were released from hospital and handed him over.

Surrogate motherhood is harder to conceal than artificial insemination. The baby must be adopted.

And, while it has never been tested in court, it appears the hiring of a woman to bear a child may contravene Ontario's adoption laws. Apart from the legal agent's charges that are regulated by law, no money is supposed to change hands to procure a baby for adoption.

"There is no such thing as buying your own flesh and blood," says the man.

After the trouble erupted, the Florida woman agreed to forfeit the $10,000 fee she had been promised. (The Michigan lawyer who set up the deal had already been paid his $3,000.)

The Scarborough man provided the court with blood tests to prove his paternity. His wife adopted her husband's child. And, when it was all over, they gave the surrogate mother a gift.

'Matter of conscience'

"I couldn't live with myself if I did not show my appreciation to the woman who helped us have a baby," he explains. "It's a matter of conscience."

A big man stooped over by a 12-year-old back injury that has left him on a disability pension, he acts as the spokesman in this endeavor. Although he stays at home with the child while his wife works, their way of relating as a family is old country.

She brings out slippers and bends down to put them on their guest. She serves at his request — potato chips in a tinfoil plate and tea in china cups. And she is the boy's refuge when his father's voice swells with passion.

In fact, after his first marriage ended in divorce, he made sure his second wife was Croatian by advertising for a bride in Europe. "I want someone with my background," he explains. "I am a peaceful man. I want peace around the table."

They had tea and cakes with the mother of their child and her husband in Detroit before the baby was born. They went out for dinner. And she visited them in their home before going into hospital to have the baby.

"We sat down and discussed like civilized people," he recalls. The woman asked that contact be severed after the birth, but there was no bad feeling between them, he says. Indeed, the only barbaric act in the entire transaction, as far as he is concerned, was inflicted by the child welfare authorities of Ontario when they took custody of the baby.

The intent of the law prohibiting payment for adoption is to prevent profiteering in black-market babies.

Aspects Of Family Law.

"A female who, especially but not only for payment, offers the services of her body for the gratification of others is so quickly vilified and named a whore that consideration of reputable historical and modern analogues for the prospective practice of embryo transfer must be consciously sought," he writes, referring to wetnurses and organ donors.

It is the surrogate's financial gain that inspires the quick comparisons to prostitution. Volunteers offering to bear children for infertile relatives often pass unnoticed.

The Church of England calls paid surrogacy a violation of the dignity of women, much the same as prostitution. England's Council for Science and Society, in its 1984 report on the ethical aspects of the new human procreation techniques, says the commercialization of surrogacy, as has happened in the United States, is an exploitive practice not dissimilar from prostitution that can only degrade childbirth. The council, however, does not think that laws against it can be enforced and recommends the removal of the profit motive by using non-profit adoption agencies to administer it.

And another committee, set up by the British government two years ago to conduct an inquiry into human fertilization and embryology, came out last July in favor of outlawing surrogacy in all forms, both profit and non-profit. It did not, however, oppose artificial insemination.

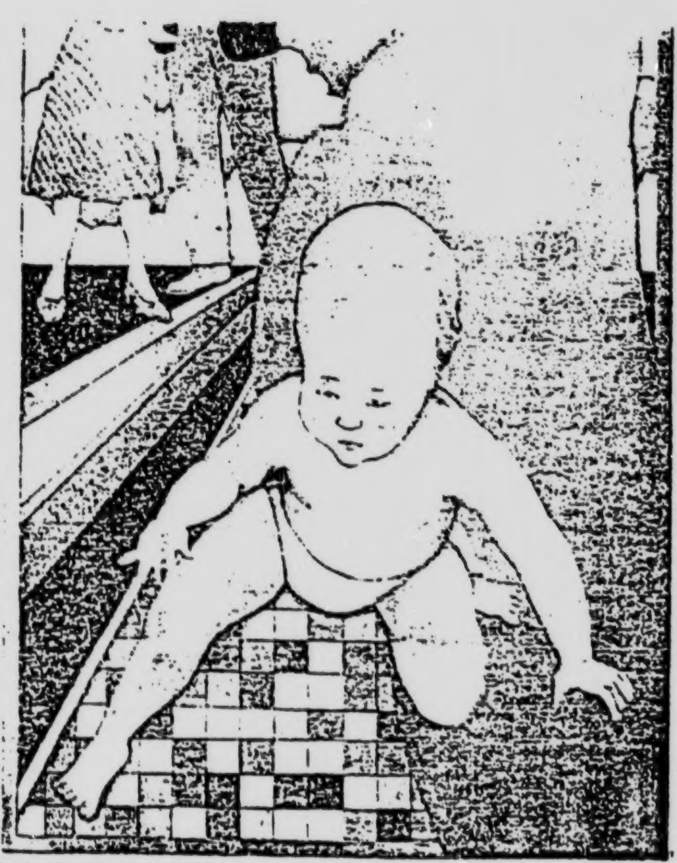
Problems in U.S.

How and if future surrogate births in Canada will survive a legal test of the profit prohibition in adoption laws worries Toronto lawyer Philip Epstein. But he is just as concerned about the other legal risks already cropping up in the United States, where commercial surrogate motherhood agencies are flourishing.

What if the surrogate regrets her decision? What if she refuses to give up the baby? What if she wants an abortion? What if her husband resents her? What if the child is born defective? What if the contracting couple rejects the child? What about the grandparents?

"I get calls from lawyers asking me how it's done, but then everybody loses interest," says Epstein, who represented the Scarborough man in court 2½ years ago. "The risks are high. It's expensive. It's too much trouble."

Surrogate motherhood may be appropriate for a small segment of the population, however, and should not be banned outright,



Epstein says. "But the state has some business in the wombs of the nation," he adds. "It is up to the provinces to provide minimal guidelines."

Provincial governments across Canada are, indeed, hoping that the Ontario Law Reform Commission's report will do just that.

But, according to Epstein, its recommendations will come at the wrong time. Plagued by the current abortion controversy, Queen's Park will be in no hurry to deal with another hot issue, he predicts.

And the medical profession is equally circumspect. The Canadian Medical Association, "In light of the number and complexity of unresolved legal, social and psychological problems," advises doctors to use "great caution" in becoming associated with the procedure. The CMA has issued no such directive against artificial insemination.

The reluctance of Canadian lawyers, politicians and doctors to deal with the need for surrogate mothers is, however, not suppressing it.

Michigan lawyer Noel Keane, who for years has acted as a surrogacy agent for infertile couples, including the one in Scarborough, says he has as many as 30 Canadian clients on the go at any one time. And his is only one of many U.S. agencies. A Kentucky clinic reports another 10 Canadian customers a year.

And imposing outright legal sanctions against surrogacy in Canada will only drive more couples across the border, predicts David Roy, director of the Centre for Bioethics in Montreal and co-founder of a reproductive technology workshop also slated to report next month.

Dickens, another co-founder, and the consultant expert for the Ontario commission, agrees.

"Oh no, we are not going to make the same mistake we made with our abortion laws," he vows, referring to the large number of Canadian women forced to go outside the country every year for abortions.

But 59 per cent of the 262 people who called in to The Star's telephone poll after the Scarborough court case in 1982 did not accept surrogate motherhood as a moral practice.

Experts disagree on the extent to which the surrogate can be ex-

See DEBATE page L4

2 of 2

Toronto Star

Date:

JAN 25 1985

Child welf

Alberta couple delighted over surrogate birth

EDMONTON (CP) — The first Alberta couple known to have hired a surrogate mother to conceive and bear a child say "rent-a-womb" parenthood is the best thing that's ever happened to them.

The exchange of babies for "any payment or reward" is forbidden in Alberta. The new Child Welfare Act will make surrogate mothers who collect a fee liable to a $10,000 fine or six-month jail term.

But Sharon Heron, acting provincial director of child welfare, said nothing prevents a Canadian couple or surrogate from arranging a baby exchange for money in an American state where it is legal.

In a telephone interview with the Edmonton Journal this week, the adoptive mother — who lives in central Alberta but asked to remain anonymous — said there is nothing immoral about the arrangement that brought her and her husband a daughter, now 16 months old.

Not ashamed

"We aren't ashamed of what we've done," she said. "We think she's the best thing that's ever happened to us. I'm only remaining anonymous for her sake."

The adoptive mother decided to be interviewed on the advice of her American lawyer, after an article in a Calgary newspaper reported the unnamed couple paid $22,000 for a baby girl in late 1983.

"That's ridiculous," she said, referring to the fee, but declined to discuss the exact price.

After trying to conceive for seven years, the infertile woman read an article in a weekly newsmagazine about surrogate parenthood and contacted Michigan lawyer Noel Keane.

Organized first birth

Keane organized Canada's first commercial surrogate birth in 1982. He said recently he has arranged for the delivery of 10 infants to Canadian clients for between $22,000 and $25,000 each.

He has recruited about 40 Canadian women — including two from Alberta — who will rent their wombs for $10,000 per baby. The Alberta surrogates have not yet borne children for profit, he said.

Keane introduced the couple to a 31-year-old married American woman who wanted to perform a humanitarian gesture for a childless

band are now two of our very best friends," t. adoptive mother said. "I was her labor coac. during the delivery."

Named after surrogate

The baby was named after the surrogate mother, who visited her in Alberta after the birth.

Asked why she did not opt for a regular adoption, the mother said: "This is better. This is my husband's child."

Marilyn Shinyei, director of Edmonton's Adoption Resource Centre, says she can't blame infertile couples who seek out surrogate mothers because it can take years to adopt a child through normal channels. However, the fees are high and "there's definitely a moral question involved," Shinyei said.

But she said Alberta couples who now wait as long as 32 months for an infant in regular adoption methods deserve public compassion.

About 1,500 approved applicants are on the waiting list now, and the supply of babies for adoption is falling rapidly.

Childbirth DEC 11 1984

LEGALITY IN DOUBT

Rent-a-womb: society's dilemma

BY ALLAN HUTCHINSON
and DEREK MORGAN

Mr. Hutchinson and Mr. Morgan are professors at Osgoode Hall Law School.

ONE OF THE great challenges facing Canadian society is to harness and channel modern technology to its needs, aspirations and philosophies. Too often we regulate by default; technology marches ahead, society limps blindly along.

Advances in medical technology have made the treatment of infertility readily available. However, we are only now beginning to tackle the social and moral dilemmas which this brings.

Surrogate parenting, on the other hand, is nothing new. It has long been practiced in various societies, but technological ingenuity has made its use as a possible solution to infertility a uniquely modern phenomenon.

Charitable and commercial agencies in North America have grown up to offer surrogate parenting arrangements. Surrogate mothers can receive between $15,000 and $25,000 for "womb-leasing". While it is difficult to estimate its incidence, this has become a sufficiently significant business to warrant sustained social examination. Indeed, in the United States, it is a minor boom industry.

The legality of surrogacy in Canada is uncertain. Although no legislation speaks directly to the issue, courts in various jurisdictions have set their face against such arrangements. Certain adoption legislation prohibiting trafficking in babies could be stretched to outlaw the practice. Even where the agreements are not criminally punishable, the civil enforceability of the surrogacy contract is doubtful. The legal status of surrogacy relationships is in urgent need of clarification and resolution.

The Ontario Law Reform Commission is soon to finalize a project on surrogacy. While its initiative is to be applauded, clarification must result from informed public debate rather than the fiat of an elite group of experts.

This sensitive subject is in danger of becoming a matter for resolution by the medical and scientific establishments. Yet the considerations for and against surrogacy are non-technical and demand discussion and decision by all Canadians.

Last year the Canadian Medical Association alerted its members to the legal and moral hazards of their involvement in surrogacy. It advised them to act "with great caution" until these problems are resolved. Their British and U.S. counterparts have taken different positions.

While the British Medical Association declared any involvement unethical, the American College of Obstetricians is not against involvement, but advises against participation where the possibility of economic exploitation exists.

The recently published British Report on Human Fertilization and Embryology, chaired by Mary Warnock, conveniently and succinctly summarizes the moral costs and benefits of womb-leasing. Opponents argue that it is an offence to human dignity to allow a woman to rent out her womb; the scope for economic exploitation is manifest.

A 4½-month-old fetus floating in mother's womb. Surrogate mothers can receive $15,000 to $25,000.

Of all surrogate mothers in the United States, 40 per cent are unemployed or on welfare. Also, the potential psychological harm to the surrogate mother and her child is stressed; surrogacy is inimical to healthy pregnancy. On a more moral note, womb-leasing threatens the idea of monogamous relations around which contemporary social life is structured.

Typically, opponents point to two hard cases to reinforce their arguments. Suppose the surrogate mother changes her mind and decides she wishes to keep the child to which she has given birth. Would we wish Canadian courts to follow a recent Californian case requiring the mother to hand over her child?

The second problem arises if the commissioning parents change their minds. Where, for example, the surrogate mother gives birth to a handicapped or retarded child, who should be obliged to care for and nurture that child?

Those who favor surrogacy agreements do not see it as a free-for-all, creating an open market in babies. They believe it desirable within appropriate limits and controls. Morally, they characterize it as an issue of private conscience rather than social concern; women ought to have control over their own bodies. For some people, surrogacy is the last chance to have a family and this transcends even the monogamous relationship.

Due to more efficient contraception, abortion and family counselling, the supply of newly born babies available for adoption has dramatically decreased. In 1979, one of Toronto's largest Children's Aid societies reported that it had managed to place only 179 children compared with nearly 1,000 ten years before.

Why should society wish to prevent a sister or close girl friend from carrying someone's baby? Controls might be necessary to ensure that agreements were truly voluntary and economic exploitation outlawed, but then there would be no reason to think that carriers entered agreements lightly.

And there is little hard scientific evidence on mother-child bonding during pregnancy on which to base psychological predictions. The essential difference between surrogacy and adoption is not clear or cogent, yet few argue for the banning of adoption. Whatever, surrogacy supporters argue that criminalization would only force such practices underground, with all the attendant dangers.

The Warnock Report, a British royal commission that looked into surrogate

cluded that the potential cost outweighed the benefits and recommended legislation to make it a criminal offence for any agency to facilitate or engage in surrogacy agreements. Also, anyone who knowingly assists in such arrangements will be criminally liable. The report does not go as far as to suggest that it should be an offence for individuals to enter such agreements. But it does recommend that legislation provide that these "contracts" be unenforceable by any party. It describes "convenience" surrogacy — womb-leasing for other than good medical reason — as "totally, ethically unacceptable".

In such issues, there can be no easy solutions, only difficult options. In an age of moral pluralism, balancing the public and private interests is fraught with difficulty. However, male-dominated cliques of doctors and lawyers must not keep these decisions to themselves, as is their natural and understandable inclination.

This is not a matter for so-called experts alone. They too have their relevant experience and knowledge to contribute. Matters of such communal importance, though, are ripe for collective involvement and intelligence. The technological tail must not be allowed

"Cashing in on babies" – Globe and Mail 1907

BY MARTIN STUART-HARLE

A cattle-breeding consultant dreams of a bank full of human embryos ready for sale to mothers desperate for a child

Last month, at the Harbor-UCLA Medical Centre in Torrence, Calif., a healthy baby girl was born. Like everybody else, she started out as an egg waiting for a sperm. Unlike everybody else, she developed in the wombs of two women. She was not a test-tube baby; she was a transplanted baby.

So far there have been only two successful womb-to-womb transplants in the world, both at Harbor-UCLA.

Now, a Chicago livestock-breeding consultant, with the appropriate name of Richard Seed, is hoping to cash in on the medical procedure. He and his brother Randolph own Fertility and Genetics Research Inc., which is financing the Harbor-UCLA embryo-transplant research. FGR has set its sights on creating a profit-making "adopt-an-embryo" network across the United States and has applied for a patent on the process.

Within the next few weeks, the application will be challenged before the U.S. Patents Office's appeal board by an organization that objects to human reproduction for money. Mr. Seed scoffs. "I see society going through three stages — shock, acceptance and demand," he says. "Our work is only one aspect of the biological revolution. Ultimately, we are looking at lengthening man's lifespan."

His critics see the potential differently. "The Seed brothers are beginning to reduce human reproduction to a consumer product, to be bought and sold in the marketplace," says Jeremy Rifkin, spokesman for the People's Business Commission, the Washington-based, non-profit watchdog group that hopes to torpedo the brothers' bid for a patent. "If we start patenting a whole form of human reproduction, it shows a marked change about how we conceptualize the sacredness of life."

Gordon Watson, chairman of the University of Toronto's Research Ethics Committee, agrees. "We don't buy and sell human beings that have been born," he says. "Neither should we buy and sell these things (embryos). I think Mr. Seed's predictions will be fulfilled, but that doesn't make it ethically right."

At present, embryo transplantation is not available in Canada. However, Mr. Seed says he would be interested in recruiting and training Canadian doctors in the technique.

In the embryo-transplant process, a fertile woman and an infertile woman who wants to have a child are monitored until they ovulate at almost the same time. The fertile woman (the donor) is artificially inseminated with sperm from the infertile woman's husband. After five days, the embryo is washed out of the donor's uterus and transferred to that of the recipient, where it develops.

The test-tube process is different and much more common; to date, about 330 test-tube babies have been born worldwide. At least five hospitals in Canada are participating in the test-tube method, also known as "in vitro" fertilization, by which a woman with blocked fallopian tubes has her own egg fertilized in a laboratory dish and surgically implanted in her uterus. So far there has been only one test-tube birth Canada. But more are expected shortly. Currently Toronto Eastern Hospital is caring for seven such women, one of whom is expected to deliver next month. And 30 Alberta couples have been selected for a test-tube baby program operated jointly by Calgary's Foothills Hospital and the University of Calgary.

Embryo transplanting has been used extensively in high-tech livestock breeding, and indeed, the Seed brothers have a background in the cattle business. "They want to stop us selling (human) embryos . . . I don't know why," Richard Seed said in an interview from Chicago.

Mr. Rifkin, author of several books on genetics and the environment, says he *does* know why: he sees what Mr. Seed proposes as a new form of eugenics — improving the human race through genetic means — and grave dangers are ahead. He cites the experiments carried out by Adolf Hitler's genetic scientists, who wanted to breed a super race. "In the first part of this century, eugenics were very popular in the United States," Mr. Rifkin adds. "State policies led to the sterilization of more than 70,000 (mostly poor people considered genetically inferior) and eugenics shaped immigration policy. What we are seeing is a new form of eugenics, a shift from the old social eugenics to new commercial eugenics."

Mr. Seed, whose bio-engineering process may one day prove capable of producing "better" babies than natural conception, with unwanted genes being screened out, sees his program as part of man's quest for self-improvement. And he hopes the day will come when his company owns a bank of frozen embryos, available on demand, ready to be airfreighted anywhere in North America at short notice.

"We would like to have a large donor bank . . . we could do some nice things then." A few years hence, he says, gene selection might allow would-be parents to pick their child's skin, eye and hair color and — more problematic — its sex. (At present, the sex of an embryo can be determined by studying a few of its cells, and Lee Rogers, lawyer for the watchdog PBC, says abortions are being performed in the United States on mothers carrying embryos of a sex the parent does not want.)

Prospective parents already think about selecting genes, notes Dr. Murray Kroach, team leader of Toronto Eastern Hospital's Life Program. "People are interested in sperm-donor traits when they decide on IVF (the test-tube process)," he says. "'Does he have a high IQ?' is a common question."

Technology's ability to screen for defects and traits is advancing all the time — Huntington's chorea, sickle cell anemia and thalassemia (diseases of the blood) are just three conditions that can be spotted. But "screening for multi-gene traits is going to require an awful lot of work," says Dr. Paul Sadowski, a geneticist at the University of Toronto. He hesitates to predict when "reading the genes" might become feasible; some researchers talk in terms of three to five years, others a decade or more.

In its continuing research, Fertility and Genetics Research pays about $100 for a donated egg, "mainly for the inconvenience of coming to the clinic," says Mr. Seed. The price of the transplant is expected to be $4,000 to $7,000, about the same charge as for test-tube fertilization.

Dr. Kroach is skeptical about whether many women will be enticed into donating eggs for the sums Mr. Seed is talking about. "They have to be inseminated, come back for blood tests, get washed out, and so on."

There is another medical factor: the flushing-out process may be unsuccessful and the woman in whose womb the baby is conceived has a 20 to 30 per cent chance of remaining pregnant, according to Professor Bernard Dickens, a lawyer who is preparing a brief for the Ontario Law Reform Commission's paper on human high-tech breeding, to be published later this year.

Also, Prof. Dickens notes, there is nothing to stop doctors from giving fertility drugs to increase egg-donor yield and harvesting four or five eggs at a time. The resulting lack of egg variety in an embryo bank's gene pool could lead to inbreeding — diminished "hybrid vigor."

There is no legislation in Canada preventing doctors from performing embryo transplants; controls would be left to the ethics committees of hospitals in Canada, says Prof. Dickens. It has been ruled that a fetus is not a person, but it is not "property" either. It might be decided that a new embryo should have no status, "like a dead body," he says. This would cause legal problems for anyone selling embryos here.

Critics of the embryo-transplant process admit there is a long way to go before the procedure reaches the present level of high-tech livestock breeding, where whole strains have been intensively selected. Still, cautions Prof. Dickens: "You have to be very careful if you are pursuing a conscious genetic blueprint for destiny. One can make a lot of mistakes." He is apprehensive about a new kind of Darwinism — survival of the richest.

Richard Seed likens selling embryos to selling kidneys. He is confident of a demand in the Western hemisphere.

"There has always been a shortage of humans in Western civilization," he says. Hunger "is a problem of eastern and southern cultures. There are two alternatives. They must stop breeding, or we've got to feed them. We're not going to feed them, so they're going to starve — and stop breeding.

"We're not talking about a food distribution problem; that's a myth. We're talking about the success of Western civilization and the failure of others."

There is nothing new in selling human beings. Prof. Dickens cites the prices blackmarket babies fetched in the United States in the mid-1970s (from research by Barbara Lovenheim, a U.S. lawyer who investigated baby trafficking): the prices for white babies ranged from $4,000 to $40,000, while high-demand babies, Jewish at that time, went for as much as $60,000.

Human bio-engineering "seems to take up a heavy investment of our medical resources at a time when we are lacking in many basic fundamentals of health care," says philosophy professor Barry Br[illegible] who has served on several Uni[illegible] sity of Toronto research admi[illegible] tration committees.

Talking about selection and eugenics, Prof. Brown says, "there might be some traits we'd like to aim for, like kindness and intelligence, but beyond that we don't know what is best. (Maybe) evolution has a built-in wisdom and we fiddle with it at our peril." He points out that being able to select even the gender of a child could have profound genetic and sociological consequences.

Mr. Seed, for his part, underlines what he calls the "unpleasant facts."

"Many parents have unwanted, unplanned, seriously defective offspring — among them thousands of alcoholics, drug addicts" and mental defectives. "You are talking about people who are barely human and they get pregnant . . . they can hardly look after themselves. It's incredibly depressing."

That sort of thinking, Jeremy Rifkin maintains, shaped policies that led to compulsory sterilization of U.S. citizens in the 1920s and 1930s.

awyers finally take stand on surrogate ~~mothers~~ Child birth

LYNDA HURST

ast Thursday, the Canadian Association finally addressed lf to the controversial issue of rogate motherhood.

has occurred to the Associan, somewhat belatedly, that hout the swift institution of nitoring laws, this quiet but dily growing practice could n into a widespread black marin babies — a market in which h buyer and seller need bee.

oronto lawyer Phillip Epstein nitted that at least 10 couples ecent months have sought his p in obtaining a surrogate her, three of whom were willto pay as much as $35,000 for nine-month rental of a strangwomb.

pstein is hardly the only lawin Canada to have been thus roached, although some naive ples have bypassed legal advice altogether, opting instead to place an ad in newspapers. One can only presume their desperation to have a child who is genetically half their own blinds them to the fact that the buying of infants in Canada is prohibited outright in Canada by nation-wide child welfare acts.

Surrogate parenting is also illegal in the U.S., but it's estimated that some 1,300 infants there have been born via this procedure in the past 3¼ years while legislators helplessly looked the other way. Today, half a dozen American lawyers specialize in surrogate transactions, most notorious of whom is Noel Keane of Dearborn, Mich., who charges a $5,000 commission (on top of the standard $10,000 surrogacy fee itself).

It is inevitable that a Canadian Noel Keane will emerge to challenge Canadian laws or at the very least, arrange for this procedure to transpire secretly outside the law. At present, surrogacy is a gold mine for those capable of preying on the desperation of childless couples by linking them with women who think having someone else's baby is an easy way of making a big buck or who are neurotically inclined toward pregnancy. The only study ever done of would-be surrogate mothers showed their motives were split 50-50 between the "love" of pregnancy and the desire for money.

Several U.S. states, including Michigan, are now frantically grappling with legislation that would spell out the rights and responsibilities of all three parties, with an emphasis on everyone's obligations in the event that the child is born defective. That, you may recall, happened last February when a surrogate mother gave birth to a severely brain-damaged son and the father refused either to take possession of the child or pay the stipulated fee.

The Canadian Bar Association wants legislation in place before such a tragedy occurs here. In this, it echoes the mandate of the Ontario Law Reform Commission study set up last November that was asked by Attorney-General Roy McMurtry to examine 10 main issues. Among them: The legal status and rights of the child and safeguards for protecting his interest; the rights and duties of the biological parents; the rights and duties of their spouses; and the enforceability of the surrogate contract should anything "go wrong."

Frankly, even if such legislation is put into action, it's difficult not to be cynical about the future of surrogacy. Most couples, one assumes, would prefer privacy if not outright secrecy regarding their child's derivation. If they can find their own surrogate without going through all the fuss and bother of legal contracts — and if, of course, they've got the cold cash — won't some be inclined to go the bootleg route?

How is anyone to know, after all, who the biological father is when a surrogate mother gives birth? What is to stop a surrogate mother using the other woman's identification and OHIP card for her hospital stay thereby dispensing with the bothersome problem of birth registration and parental identification?

Interestingly, Britain, which has pioneered all manner of artificial birth procedures, has now come down flatly against surrogacy. The British Law Society denounces what it called "womb leasing for money," and has called for an outright ban.

I think it's important that Canada also look at the issue of money. While I can, just barely, comprehend the frantic need for some couples to have a child who is genetically half their own, the notion of paying money for that child, of having it go to the highest bidder, is repugnant in the extreme.

Sadly, however, the chance of curtailing under-the-counter payments is also unlikely in the extreme. One only hopes that with more media exposure, infertile couples will think twice, and then finally stop thinking at all, about such a disaster-fraught option as surrogacy.

Toronto Star **Date:** SEP 01 198

Gifted

Law needed on surrogate birth lawyers warn

By David Vienneau Toronto Star

QUEBEC CITY — The number of surrogate births in Canada is going to rise drastically in the next few years and legislation is urgently needed to map out the rights of those involved, the Canadian Bar Association has been told.

If new laws aren't forthcoming, a black market in babies could prosper as parents who cannot have a child grow desperate and as unscrupulous people see the chance of a profit, Toronto lawyer Phillip Epstein warned yesterday.

At least 10 couples have come to Epstein's office in recent months to inquire about obtaining a surrogate child, he said.

Epstein and Edward Keyserlingk, of the Law Reform Commission of Canada, both told the annual meeting of the Canadian Bar Association that a "courageous" government should study the matter soon.

Epstein said he knew three Canadian couples who paid as much as $35,000 to have a woman in the U.S. impregnated with the husband's sperm.

"Government guidelines are needed in the event the parties reject the child at birth (for example, if the child has deformities), to determine who is responsible for its care, the payment of fees and to say who can be a mother," Epstein said.

Child birth

Surrogate birth acceptable, medical ethics expert says

By MARINA STRAUSS

Surrogate motherhood is morally acceptable because it doesn't necessarily depersonalize motherhood or human sexuality or violate the integrity of the marital relationship, a leading Canadian expert on medical ethics says.

The controversial artificial insemination is also acceptable because it doesn't conflict with the good upbringing of the child and doesn't threaten the stability of such key social institutions as marriage, parenthood and family, said David Roy, director of the Centre for Bioethics at the Clinical Research Institute of Montreal..

Surrogate motherhood is the artificial insemination of a woman by an unrelated man, usually one whose wife cannot conceive, and is often in exchange for a fee — reportedly up to $30,000 in some cases. The moral and ethical questions raised by the practice received considerable publicity in Canada last summer when the Ontario Government tried to block a Toronto couple from buying a baby through a surrogate.

The practice doesn't trivialize pregnancy or childbirth because it helps a couple fulfil one of the purposes of the marriage, Dr. Roy told the annual conference of the Association of Family and Conciliation Courts meeting in Toronto this week. Nor does it create a less intimate relationship for a couple.

But he said in an interview later that the profit-making aspect of surrogate motherhood can render it immoral, and he called for regulatory legislation with sanctions against women who accept anything more than expenses associated with the pregnancy. He plans to gather experts next November to draw up a model draft law for Canadian legislators.

"A girl could find herself easily induced or seduced into doing something she otherwise would not do," Dr. Roy warned about the exchange of hefty sums of money. "I'm frightened that in the long run this will turn into a baby business, particularly in a time of economic restraint."

But Dr. Roy rejected one delegate's suggestion that surrogate motherhood was comparable to prostitution, in terms of a woman selling her body.

Prostitution is degrading to both parties involved, Dr. Roy said, while surrogate motherhood is a much richer and more human experience.

To criticism that infertile couples may be too desperate about their own desires and needs to exercise genuine concern and care for the child, he told the judges, lawyers and mediators in the international asosociation: "One need not demand a higher degree of pure altruism of an infertile couple in the surrogate arrangement than one would expect of a couple in an orthodox reproductive scheme."

Toronto lawyer Philip Epstein, who has worked on surrogate cases, said in an interview that surrogate motherhood agreements are, in his view, illegal in Ontario but that paid surrogate motherhood is probably here to stay. He has had a flood of inquiries recently from people wanting to buy a surrogate baby.

Nevertheless, there is a precedent in Canada for payment for babies — in an adoption case — and Mr. Epstein said this opens the door "a crack."

The B.C. Supreme Court last year approved the paying of a fee by adopting parents to a young pregnant woman to cover her medical, legal and travelling expenses. The woman made such payments a condition of her providing consent.

Madam Justice Carol Huddart, who awarded the payment and was in Toronto this week, said in an interview she wanted to clarify that it is not unheard of for money to be exchanged in an adopting situation, although this is generally not allowed in Canada.

B.C. adoption legislation is virtually alone among such laws in Canada to allow the court to consent to what would otherwise be an illegal payment.

Judge Huddart spelled out three principles in her judgment:

- No person should profit from the existence of a greater demand for than supply of children for adoption;
- A natural mother's decision to give a child up for adoption should be unencumbered by any pre-birth arrangements;
- A natural father or mother should not be allowed to coerce parents who have taken in the child into making payments as a condition for his or her consent.

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Ottawa Citizen Aug 12/82

The C

Medical body to rule on surrogate ~~mothers~~ childbirth

By Denise Harrington

[illegible] Canadian Medical Association [illegible] next month if it is ethical [illegible] to help women [illegible] for childless [illegible]

[illegible] association finds doctors' in- [illegible] motherhood [illegible] supervise the [illegible] found guilty of [illegible] conduct and lose their [illegible] association spokesman Doug [illegible] Wednesday.

[illegible] College of Physicians and [illegible] of Canada and the 10 pro- [illegible] bodies governing doctors, in- [illegible] College of Physicians and [illegible] of Canada, have the power [illegible] doctors. They have [illegible] the CMA's code of ethics [illegible] likely adopt the position [illegible] surrogate motherhood, Geekie [illegible]

The CMA's ethics committee, comprised of three doctors elected by the association's 36,000 member physicians and drawing on the expertise of genetic counsellors, is to release its study of the issue next week.

But its recommendations won't be made public until the CMA's annual general council meeting in Saskatoon Sept. 20-21 and Geekie said he did not know if they would be specific enough for delegates to adopt a formal policy or would be merely circulated for discussion.

The ethics of aiding surrogate motherhood are an increasing concern to obstetricians and gynecologists, particularly in university fertility research programs and clinics. The association hopes it can develop a standard before it becomes a major problem.

In surrogate motherhood, a man's sperm is used to impregnate a woman — not his wife — who is paid for carrying the child.

The medical profession finds nothing unethical about using semen from a male donor to impregnate a woman whose partner is sterile, Geekie said, because the woman who bears the child will also raise the child.

But doctors are ethically required to provide only medical services in the best interests of their patients and could determine women who seek artificial insemination to bear children for a fee are taking unnecessary medical risks.

The committee is also to examine whether doctors should aid in the artificial insemination of surrogate mothers when they have not medically examined the child's father and how extensive a medical history a doctor could obtain about both the father and prospective surrogate mother before determining if it was medically safe to proceed with a surrogate pregnancy.

Ont. private school

By Doug Kelly
Citizen staff writer

Charging that Ontario is behind the times, i dependent school groups say they will step pressure to get public funding for the more th 480 private schools across the province.

Meeting for a four-day convention at Carlet University, independent school administrat from all over North America discussed their p blems with running an accredited curriculum the meagre private funding available from t tion.

Now, most private tuitions in Ontario aver $2,000 a year for primary schooling and $2. for secondary.

Not all the institutions attending the Christ Schooling International conference are in a nancial squeeze. B.C. has recently joined Albe Saskatchewan, Manitoba and Quebec in pro ing public funding for Christian, Jewish, Mon sori, and other private schools.

Under the B.C. formula, the province pays per cent of the operating budget for the inde dent schools.

Thursday,
Friday
and Saturday.

SHOP EATON'S

Toronto Star **Date:** JUN 14 1982

ques motives & characteristics

MD studies motives of surrogate mothers

An early abortion or adoption is part of it --.and so is earning $10,000

Childbirth

By Lillian Newbery Toronto Star

For some women, becoming a surrogate mother is a way of coming to grips with losing an earlier baby to adoption or abortion, a Michigan psychiatrist says.

Dr. Philip Parker has interviewed 175 American women who answered an advertisement by a Dearborn, Mich. lawyer seeking women to bear a child, then give it up to a childless couple.

Parker said he has examined an American woman expected to give birth soon to a baby she has carried for an Ontario couple, the first known case of a Canadian couple involved in a surrogate arrangement.

He would not comment on the woman specifically, but he has found three major motivations among the would-be surrogate mothers who answered the ad, 14 of whom are pregnant or have delivered their babies.

Nine out of 10 of the women say money is a "necessary factor" in their desire to become surrogates, although money is never the total picture, he said. Two of the 14 women have refused to accept money for carrying the child.

Dearborn lawyer Noel Keane, who acts as go-between, charges the childless couples $20,000 — $10,000 for the mother, $5,000 for her medical expenses and $5,000 for his legal fee.

Parker said many of the women also enjoy pregnancy. "They enjoy the attention and feel more complete and fulfilled while they are pregnant. One even said she would like to be pregnant all her life."

As well, he said, the women have special feelings about giving up the child. "Many want to give the gift of a baby to a needy mother."

One third of the women in his total study and half of those who become pregnant had earlier lost a fetus to abortion or a baby to adoption, he said.

"You tend to repeat prior unresolved traumas. Some women need to re-experience the loss and master it this time. One woman said when she was 15 and pregnant her parents had forced her to give up the child. She did get pregnant as a surrogate and deliver and it helped her to deal with the original giving-up.

"Another I saw recently had an abortion and felt guilty and wanted to get pregnant to recreate the experience of giving up a baby on her own terms."

Parker has reported his study to the American Psychiatric Association and yesterday offered to make his research available to the Ontario Ministry of Community and Social Services, which is studying the implication of the surrogate arrangement.

Under Ontario's Child Welfare Act, it is illegal for money to change hands in an adoption except for legal fees, so the unidentified Ontario couple could face charges.

Parker, a clinical instructor in psychiatry at Wayne State University School of Medicine, says he helps the women by pointing out some of the feelings they could have, so that "a year from now they can't say they didn't know" any of the problems that could arise from giving up a baby.

Parker said Keane keeps files on every surrogate and the parents have an opportunity to choose the applicant.

Parker said it's not unusual for the surrogate mother to develop an empathy with the parental couple and when they're allowed to meet by the parents' agreement, it tends to be helpful to the surrogate's mental health.

Among the 14 surrogate mothers so far, the average age is 24, one is still single, 12 are married and one was single when she was artificially inseminated but later married. Eight are Protestant and six are Roman Catholic and seven of them had lost a baby through abortion or adoption.

Parker said of the first 50 surrogate applicants he saw, 40 per cent were on some kind of welfare but more recently, a large number have been working women. Among the 14, two had less than high school education and three had education beyond the high school level.

Toronto Star **Date:** JUN 13 1982

child birth

Surrogate moms will be forced underground if opposed: lawyer

By Lillian Newbery Toronto Star

It's "silly" for the Ontario government to try to stop surrogate mothers from bearing babies for childless couples, says the Michigan lawyer who has arranged a surrogate birth for an Ontario couple.

Noel Keane of Dearborn, Mich., says opposition to such arrangements "will make things go underground."

"You can't deny childless couples a baby when they know it can be done," he said in an interview Friday.

A baby will be born "very soon" somewhere in Ontario to an American woman who has agreed to give up the child by adoption to an Ontario couple, Keane said. The wife of the couple cannot have a child and the husband journeyed to Dearborn to donate his sperm in a doctor's office. The sperm was then implanted by syringe in the American woman, who has carried the baby to term.

Keane charges $20,000 for such arrangements and has been doing them for seven years. The surrogate mother receives $10,000 for carrying her baby and giving it up, the lawyer receives $5,000 and $5,000 pays for medical expenses.

Under Ontario's Child Welfare Act, it is illegal for money to change hands in an adoption, except for legal fees, and the unidentified couple could face charges.

Another five or six Ontario couples also have made arrangements for surrogate mothers, Keane said.

He said the Ontario government knows who the father is in the current case because an Ontario lawyer working with Keane presented "a complete set of agreements" to a deputy minister in March and received an oral opinion that nothing in the agreement was illegal.

Keane said he has between 40 and 45 couples, including ones in Germany, England and Greece, interested in surrogate arrangements. The Ontario couple, however, will be the first Canadians involved.

Although the insemination is now carried out in a doctor's office, when Keane first began making these deals he said the women used to do the artificial insemination themselves by calculating their ovulation date, because their own doctors would refuse to do the procedure.

Keane says 20 years ago there were government threats and legal suits against couples who participated in artificial insemination by donor (AID) such cases, the husband is infertile and the wife is given semen from another donor. Most university medical centres in Canada now offer an AID program.

APPENDIX 5

ADVERTISEMENT PLACED IN THE TORONTO WOMEN'S HEALTH NETWORK NEWSLETTER

August 1988

"Surrogate Mothering in Canada"

Your help is needed with research designed to determine the strength of surrogate mothering networking in Canada. As this network is effectively underground any information would be kept confidential. Any knowledge, whether direct or indirect would be beneficial. If you have heard of surrogate mothering through the surrogate mother, social parent, social workers, lawyers, doctors or anyone connected with this process please contact Phebe Poole as soon as possible and her phone number is 651-4484. Phebe is working with Prof. Margrit Eichler on this research for the Law Reform Commission of Canada. She suggests that there may be situations that are not labelled as surrogate mothering that may be happening that would be helpful in their research. Example, post-marital adoptions where the natural father is the adoptive parent.

APPENDIX 6

LIST OF U.S. AGENCIES WITHOUT CANADIAN CASES, OR DEFUNCT, OR UNRESPONSIVE

1. Center for Reproductive Alternatives
Pleasant Hill, CA

Bruce Rappaport, Ph.D., executive director

No Canadians. Only service the San Franscico Bay area.

2. New Conceptions
Phoenix, Arizona
Roger Kessler, Director

No Canadians. Has only been operating since January 1988 and felt that they were located too far away from the Canadian border to attract Canadian clients.

3. The Datz Foundation
Washington, D.C.

No Canadians. They deal with couples from their surrounding area only.

4. Michel Anderson, Esq.
Miami, FL

No Canadians. He is no longer operating because it has become too difficult and too expensive to get contractual uterine mothers.

5. Hagar Institute
San Francisco Franchise
and
Topeka, KS Franchise
Beth Bacon, Director

Number of Canadians unknown. No longer operating.

6. Surrogate Parenting Professionals
Los Angeles, CA
Bernard Sherwyn, Esq.

Number of Canadians unknown. Apparently he is not really active although he was a partner with William Handel at one time, i.e. the law firm of Sherwyn and Handel, but Handel left. Bernard Sherwyn refused to answer calls.

7. Surrogate Mothers, Inc.
Indianapolis, IN
Stephen Litz, Director

No Canadians. He has been contacted by two women wanting to become contractual uterine mothers but nothing materialized. He specializes in embryo transfers.

8. Surrogate Parenting Associates
Louisville, KY
Dr. Richard Levin, Director

Number of Canadians unknown. He was in partnership with Katie Brophy in the early 1980's but they split up and he now has his own program. He refused to answer calls.

9. New England Surrogate Parenting Program
Springfield, MA
Laraine Shore-Suslowitz, Director

Number of Canadians unknown. No longer exists.

10. Laurence Spiegel, Esq.
Lake Oswego, OR

No Canadians. He has not heard of any Canadians involved in Oregon.

11. Surrogate Mothering, Ltd.
Philadelphia, PA
Burton Satzberg, Director

No Canadians. Do not deal with long distance arrangements.

12. Ron Anderson
Tacoma

No Canadians.

EXHIBIT "A"

Pregnancy is by no means a condition to be taken lightly. It is not without risks both from conditions caused by the pregnancy itself, as well as from pregnancy's effects upon other non-pregnancy related diseases and conditions. All known disease processes can effect the course of pregnancy and should be taken into account.

> MATERNAL MORTALITY--Definition of direct maternal death:
>
> Death of the mother resulting from obstetric complications of the pregnancy state, labor, or puerperium (period following delivery) and from interventions, omissions, incorrect treatment, or a chain of events resulting from any of the above is considered a direct maternal death. (Example: Exsanguination (bleeding to death) from rupture of the uterus).

Maternal deaths per 100,000 live births have decreased remarkably in the past quarter century. In 1959, the maternal mortality rate was 83.3, or one per 1,200 live births; in 1960, 37.1; in 1970, 21.5; and in 1974, 20.8, or one in 4,800 births. There were only 462 direct maternal deaths reported in 1974, or one in 6,900 births. (Taken from Williams-Obstetrics/edited by Pritchard & MacDonald).

For a complete accounting of the complications of pregnancy, or the effects pregnancy may have on a given disease state, it is important that you discuss this with your own independent obstetrician. On the following two pages is a partial list of some of the diseases commonly seen during pregnancy, commonly complicating pregnancy or caused by the pregnancy state. It is by no means complete, as all disease states known to man can be seen during pregnancy or complicated by pregnancy. If you have any doubts about these disease states or how they may relate to you as an individual, it is your responsibility to consult with your own independent obstetrician. Only when you are satisfied that the risks of pregnancy are small enough for you, should you consider taking part in a surrogate arrangement.

APPENDIX 7

SAMPLE COPIES OF CONTRACTS

A. KENTUCKY SURROGATE AGREEMENT

The following contracts were provided by Noel Keane:

B1. ATTORNEY-CLIENT AGREEMENT

B2. CONFIDENTIAL PARENTAL COUIPLE FORM FOR SURROGATE MOTHER PROCEDURE

B3. SURROGATE APPLICATION FORM

B4. SURROGATE MOTHER INTAKE FORM

B5. SURROGATE PARENTING AGREEMENT

B6. IN VITRO/SURROGATE IMPLANTATION AGREEMENT hereof. The Natural Father agrees that he and his wife will take all reasonable steps to be present at the birth of the child and that he will assume his role and responsibility as parent of the child.

12. In consideration for the promises contained herein, the Natural Father shall pay for the expenses incurred by the Surrogate and her husband in connection with this Agreement, more specifically defined as follows:

(a) All medical, hospitalization, pharmaceutical, laboratory and therapy expenses incurred in and related to the Surrogate's pregnancy and delivery of the child, not covered or allowed by her present health and major medical insurance, including all extraordinary medical expenses.

(b) The total costs of all paternity testing, if said test is requested by Natural Father.

(c) The reasonable expenses for travel, lodging and meals incurred by the Surrogate and her husband pursuant to this Agreement.

✓ (d) A reasonable fee for the Surrogate's attorney. ← Pd [illegible]

13. The Natural Father shall not be responsible for any expenses for emotional/mental conditions/problems related to said pregnancy or lost wages of the Surrogate or her husband; child care expenses of the Surrogate's children; any latent medical expenses occurring six (6) months subsequent to the birth of the child unless the medical problems/abnormality incident thereto was known prior to the expiration of said six (6) months.

14. In lieu of the expenses, damages, and possible claims referred to in the preceding paragraph and as compensation for assuming the risks of pregnancy and child birth, the Natural Father shall pay to the Surrogate and her husband, the sum of $12,500 subject to the following provisions:

✓ (a) The sum of $12,500 shall be deposited with an escrow agent at the time of the signing of this Agreement and shall be deposited in an interest-bearing account; all interest earned thereon shall be retained by the Natural Father.

(b) The sum of $2500 shall be released from escrow to the Surrogate and her husband upon confirmation of pregnancy.

(c) The sum of $2,000 shall be released from escrow to the Surrogate and her husband at the end of the Surrogate's seventh month of pregnancy.

(d) The remaining sum of $8,000 shall be released to the Surrogate and her husband upon entry of a Judgment fully terminating their parental rights to the child.

AGREEMENT

THIS AGREEMENT is made by and between the "Surrogate" mother who has signed and who is identified on page 7 of this Agreement, and her husband, who has signed and is identified as such on page 7 hereof (Parties of the First Part), and the "Natural Father" who has signed and is identified on page 8 of this Agreement (Party of the Second Part).

WHEREAS, the Natural Father is a married individual over the age of eighteen (18) years who is desirous of fathering a child who is biologically related to him; and

WHEREAS, the Surrogate and her husband are each over the age of eighteen (18) years and are desirous of taking part in the surrogate parenting procedure.

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intention of being legally bound hereby, the parties mutually agree as follows:

1. The Surrogate understands the purposes of this Agreement, has read the provisions hereof, and hereby agrees to be artificially inseminated with the semen of the Natural Father under the direction of Dr. , P.S.C.

2. The husband of the Surrogate acknowledges and understands the purposes of this Agreement, has read the terms hereof and agrees and consents that his wife, the Surrogate, shall be artificially inseminated as provided herein.

3. The Surrogate shall undergo a complete physical and genetic evaluation under the direction and supervision of Dr. , P.S.C., to determine whether her physical health and well being is satisfactory. Said physical examination shall include testing for venereal diseases, specifically including syphilis and gonorrhea. Said venereal disease testing shall be done prior to each insemination.

4. The Surrogate and her husband hereby agree to undergo psychiatric/psychological evaluation by persons designated by the Natural Father or by Dr. , P.S.C. The Natural Father shall pay for the cost of said psychiatric and psychological reviews. The evaluations of said psychiatrist and psychologist shall be submitted to the Natural Father, absent any information which would tend to identify or allow identification of the Surrogate and her husband. The Surrogate and her husband shall sign prior to their evaluations a medical release authorizing the attorney for the Natural Father to secure the release of said psychiatric/psychological evaluations.

✓ 5. In the event that pregnancy has not occurred within a reasonable time in the opinion of the inseminating physician this Agreement may be terminated by written notice from the attorney for the Natural Father to the Surrogate's attorney. In the event that this Agreement is terminated pursuant to the previous sentence, no consideration shall be paid as set forth in paragraph fourteen (14).

6. The Surrogate and her husband understand and agree to assume all risks, including the risk of death, which are incident to conception, pregnancy, childbirth and post-partum complications. A copy of said possible risks and complications is attached hereto and made a part hereof as Exhibit "A".

7. The Surrogate, upon becoming pregnant, shall carry the embryo/fetus (hereafter "Child") until delivery, subject to the terms and conditions hereof.

8. The Surrogate further agrees to adhere to all medical instructions given to her by Dr. [redacted], P.S.C., as well as her independent obstetrician. The Surrogate agrees not to smoke any cigarettes, drink any alcoholic beverages, use any illegal drugs, non-prescription medications, controlled substances or prescribed medications without written or oral consent from Dr. [redacted], P.S.C. or any attending physician. Failure to take medications prescribed by Dr. [redacted], P.S.C. or any attending physician shall not be considered a material breach of this agreement. The Surrogate agrees to follow a pre-natal medical examination schedule to consist of no fewer visits than: one visit per month during the first seven months of pregnancy, two visits (each to occur at two week intervals) during the eighth month of pregnancy and four visits (each to occur at weekly intervals) during the ninth month of pregnancy.

9. The Surrogate agrees that she will not abort the fetus once conceived except, if in the opinion of the inseminating physician or any attending physician, such action is necessary for the physical health of the Surrogate or the child has been determined by said physician to be physiologically abnormal. In the event that either contingency occurs, the Surrogate may have an abortion if she so desires.

10. The Natural Father assumes legal responsibility for the child born pursuant to the surrogate procedure (assuming paternity by the Natural Father is established). The Natural Father has been previously advised of the risk of possible abnormalities as set out in Exhibit "C".

11. It is understood that the birth of the child is to take place in Louisville, Kentucky, and the Surrogate and her husband agree to take all reasonable steps to accomplish this purpose. Wherever birth occurs, the Surrogate and her husband agree to come to Kentucky as soon as is medically feasible to perform any and all acts and to execute any and all documents deemed necessary to further the intents and purposes of this Agreement, including, but not limited to, executing documents to permit the name of the Natural Father and his wife to be placed on the Birth Certificate of the child. The Surrogate and her husband agree that neither will attempt to form a parent-child relationship with any child conceived pursuant to the provisions

15. Imemdiately subsequent to the birth of the child, the Natural Father may require that the Surrogate and her husband undergo paternity testing prescribed by and performed by a pathologist under the direction of Dr. , P.S.C. In the event that the Natural Father is excluded by the aforementioned paternity testing, this contract shall immediately terminate, and all monies and/or all other consideration paid to the Surrogate and her husband or in their behalf, or expended to screen and/or investigate the Surrogate and/or her husband in contemplation of this contract by the Natural Father shall be immediately returned by the Surrogate and her husband to the Natural Father.

16. "Child" as referred to in this Agreement shall include all children born simultaneously pursuant to the inseminations as defined in the terms and provisions of this Agreement, provided the tests enumerated in the preceding paragraph are completed and satisfactory as to each child.

17. In the event that the child is miscarried during the first four (4) months after confirmation of pregnancy, the Surrogate shall retain the $2500 released to her upon confirmation of pregnancy, as set forth in paragraph 14 (a), and no further sums shall be paid to her other than the expenses enumerated in paragraph twelve (12). In the event that the child is miscarried, dies, is stillborn or otherwise is aborted after the fourth month of pregnancy and said child does not survive, in addition to the amount referred to in paragraph fourteen (b) hereof, the Surrogate shall receive $500 per month for each month in excess of four months in lieu of the $2,000 to be paid upon the completion of seven months of pregnancy as set forth in paragraph 14 (c) hereof, provided that the paternity testing enumerated in paragraph fifteen establishes paternity of the Natural Father.

✓

18. In the event of a miscarriage of stillbirth as described above, this Agreement shall terminate and neither the Surrogate nor the Natural Father will be under any further obligation under this agreement other than payment of the expenses set forth and defined in paragraph twelve (12) and thirteen (13) hereof and any other sums set forth in the preceding paragraph.

19. In the event that the Natural Father is unable to obtain legal and/or actual custody of the child due to any action instigated directly or indirectly by the Surrogate and/or her husband, the Natural Father shall be entitled to ~~subrogation~~ indemnity ~~against~~ from the Surrogate and/or her husband for any and all monies the Natural Father is required to pay for child support or pregnancy related expenses and the Natural Father shall further be entitled to immediate reimbursement from the Surrogate and/or her husband for all monies and/or consideration paid to, or expended on behalf of the Surrogate and/or her husband pursuant to this Agreement.

20. In the event the Surrogate and/or her husband materially breach any of the provisions contained herein, this Agreement may be immediately terminated at the option of the Natural Father without any further liability hereunder. In the event the Natural Father does terminate this Agreement pursuant to the previous sentence, the Natural Father shall be under no obligation to pay any monies to the Surrogate or reimburse any of her expenses or her husband's expenses. In addition, the Surrogate and her husband must reimburse the Natural Father ~~and/or Dr.~~ [redacted] ~~, P.S.C.~~, for all monies expended on their behalf pursuant to this Agreement. In the event the Natural Father materially breaches any of the provisions contained herein, this Agreement may be immediately terminated at the option of the Surrogate without any further liability hereunder.

21. The Natural Father shall pay the cost of a term life insurance policy on the Surrogate's life payable to a named beneficiary of the Surrogate with a policy amount of $100,000 and said policy shall remain in effect for twelve (12) weeks subsequent to the birth of the child. In addition, the Natural Father shall pay the cost of a term life insurance policy with a policy amount of $100,000 on his life payable in trust to said unborn child.

22. The Natural Father agrees that he will not seek to learn the identity of the Surrogate and/or her husband or their family, nor advise the child of said identity if known.

23. The Surrogate and her husband agree that they will not seek to learn the identity of the Natural Father of the child and will not attempt to contact smae if his identity is learned.

24. All parties hereto agree that they will not provide nor allow their agents to provide any information to the public, news media or any other individual or group which could lead to the disclosure of the identity of the parties hereto or the child.

25. The Surrogate and her husband agree that they will provide no interviews of any kind whatsoever, either of a public or private nature, without the prior written consent of the attorney for the Natural Father.

26. In the event that the Natural Father predeceases the birth of the child without naming a guardian for the child in his will, said child shall be placed in the custody of Dr. [redacted] P.S.C. for placement through a private adoption to a designated person upon consent of the appropriate social agency.

27. Each party acknowledges that he or she fully understands the Agreement and its legal effect and that he or she is signing the same freely and voluntarily and that neither party has any reason to believe that the other(s) did not freely and voluntarily execute said Agreement.

28. This Agreement shall be executed in two(2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

29. In the event any of the provisions of this agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

30. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations, and warranties, express and implied, oral and written, of the parties are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to the other(s) with respect to the subject matter of this agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter are waived, merged herein and superseded hereby. This is an integrated agreement.

31. This Agreement has been drafted and executed in Louisville, Kentucky, and shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

32. This Agreement shall take effect when all parties have signed on page __7__ or __8__ as the case may be.

I, ______________________________, acknowledge that there is a signature line on the attached page for a signature by the Surrogate and her husband and that in order to maintain confidentiality I will never see any signatures of said Surrogate and her husband, although it is my intention to enter into a binding and enforceable obligation.

It is my intention that this agreement shall be a complete, final and integrated expression of my commitment in the surrogate arrangement with the Surrogate and her husband ans shall be effective when executed as below and as indicated on the Surrogate (and husband) signature page.

____ ________________________
DATE

NATURAL FATHER

____ ________________________
DATE

ATTORNEY FOR NATURAL FATHER

____ ________________________
DATE

ATTORNEY FOR SURROGATE

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this the ______ day of May, 1982, by ________________________________, Natural Father, to be his voluntary and free act and deed, executed with an intent to be legally bound thereby.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

____

EXHIBIT "B"

It has been estimated that 3% to 5% of all live births carry some type of genetic defect. These defects are demonstrated as either dominant traits or recessive traits. In a person who possesses a dominant genetic defect there is a 50% to 100% chance of passing this defect to the offspring depending on whether that person has one or two of the paired chromosomes affected. In a person who possesses a recessive trait there is also a 50% to 100% chance of passing this defect. For the offspring to be affected, however, the child must have two parents with the same defect in the case of a recessive trait (otherwise the child would be a carrier of the trait but not affected by it). In the case of a dominant trait, only one parent need carry the defect in order to have an affected child.

Birth defects can occur as either major or minor abnormalities. An example of a major genetic defect would be Tay-Sachs disease. In this disease the affected child has severe neurologic impairment eventuating in spasticity, paralysis and death within the first two to three years of life. An example of a minor genetic defect would be a child with slight downward displacement of the ears (low set ears). This obviously presents only minor cosmetic problems.

As a result of this high incidence of genetic defects in all live births (3% to 5%) producing both major and minor abnormalities in the child, it would be impossible for anyone to warrant a child to be free from genetic defect. Just as in the case of pregnancy occurring naturally between spouses, a genetic defect could occur as a result of a pregnancy with a surrogate.

CARDIAC SYSTEM: Rheumatic heart disease, congenital heart disease, hypertensive heart disease, coarctation of the aorta, coronary thrombosis and ischemic heart disease, postpartum heart disease, kyphoscoliotic heart disease and bacterial endocarditis.

RESPIRATORY SYSTEM: Pneumonia, thromboembolism and pulmonary infarction, asthma, tuberculosis and sarcoidosis.

LIVER & ALIMENTARY TRACT: Viral hepatitis A & B & C, cirrhosis of the liver, acute yellow atrophy of the liver, obstetric hepatosis, cholelithiasis, cholecystitis, hyperemisis, gravidarum, appendicitis, peptic ulcer, pancreatitis, intestinal obstruction, carcinoma of the bowel, ulcerative colitis, regional enteritis and gingivitis.

OBSTETRIC DISORDERS: Obstetric hemorrhage, acquired coagulation defects, placental abruption, placenta previa, amnionic fluid embolism, hemorrhage with abortion, ectopic pregnancy (tubal, abdominal, ovarian and cervical), hydatidiform mole, choriocarcinoma, invasive mole, tumors of the placenta, diseases of the amnion and amnionic fluid, varices, inflammation of the Bartholin's glands, condylomas, relaxation of the vaginal outlet, vaginal tumors (Gartner's or mullerian), cervicitis, carcinoma of the cervix, sacculation of the uterus, acute edema of the cervix, hypertrophy of the cervix, salpingitis and tubo-ovarian abscess, ovarian and uterine tumors, endometriosis, preeclampsia-eclampsia, chronic hypertension, uterine dystocia, cephalopelvic disproportion, traumatic injuries to the birth canal, uterine rupture, genital tract fistulas from parturition, postpartum hemorrhage, retention of the placenta, placenta accreta, inversion of the uterus, puerperal infection, superficial thrombophlebitis, deep venous thrombosis, pelvic thrombophlebitis, antepartum thrombophlebitis, pulmonary embolism, subinvolution of the uterus, postpartum cervical erosions, prolapse of the uterus, puerperal hematomas, urinary incontinence, engorgement of the breasts, mastitis, galactocele, enlargement of supernumerary breasts, complete hysterectomy and cesarean section.

URINARY SYSTEM: Cystitis, pyelonephritis (acute & chronic), renal insufficiency, urinary calculi, acute and chronic glomerulo-nephritis, nephrosis, polycystic disease of the kidney, acute tubular necrosis; cortical necrosis and postpartum acute renal failure.

HEMATOLOGIC: Anemia from blood loss, inadequate uptake of iron, folic acid & other blood precursors, hemolysis, Hemaglobinopathies: Sickle cell anemia, sickle cell hemoglobin C disease, Sickle cell thalassemia disease, hemoglobin C and C-thalassemia disease, sickle cell trait, hemoglobin C trait, B-thalassemia, A-thalassemia, polycythemia, thrombocytopenia purpura, thrombotic thrombocytopenic purpura, Von Willebrand's disease, hemophilia A & B, leukemia and Hodgkin's disease.

ENDOCRINE SYSTEM: Diabetes mellitus, diabetes insipidus, adrenal hypofunction, Cushing's syndrome, Addison's syndrome, primary aldosteronism, acromegally, pheochromocytoma, porphyria, hyperthyroidism, hypothyroidism, hyperparathyroidism, hypoparathyroidism and obesity.

VENEREAL DISEASES: Syphilis, gonorrhea, granuloma inguinale, lymphopathia venereum and chancroid.

VIRAL INFECTIONS: Rubella (German measles), cytomegaloviuus disease, herpesvirus Hominis infections type 1 & 2, varicella, coxsackie viuus disease, mumps, measles (rubeola), influenza, common cold and poliomyelitis.

BACTERIAL INFECTIONS: Scarlet fever, erysipelas and typhoid fever.

PROTOZOAL, PARASITIC AND FUNGAL INFECTIONS: Toxoplasmosis, malaria, amebiasis and coccidiaidomycosis.

COLLAGEN DISEASES: Systemic lupus erythematosus, rheumatoid arthritis, dermatomyositis, scleroderma, polyarteritis nodosa, Marfan's syndrome and rheumatic fever.

DISEASES OF THE SKIN: Herpes gestationis, melanoma, pruritis and abnormalities of pigmentation.

DISEASES OF THE NERVOUS SYSTEM: Epilepsy, intracranial hemorrhage, paraplegia, multiple sclerosis, Guillain-Barre syndrome, myasthenia gravis, Huntington's chorea. Sydenham's chorea and psychosis.

MISCELLANEOUS COMPLICATIONS: Carcinoma of the breast, diaphragmatic hernia, rupture of the spleen, otosclerosis, retinitis gestationis and separation of the symphysis pubis.

B1

ATTORNEY-CLIENT AGREEMENT

JOHN DOE, hereby retains Noel P. Keane to assist him in drafting an appropriate Surrogate Parenting Agreement between himself and a prospective Surrogate (and her Husband, if married), wherein the Surrogate will be artificially inseminated with the semen of JOHN DOE and agree to voluntarily surrender custody to him as the natural and biological father upon birth of the child conceived pursuant to the Surrogate Parenting Agreement.

1. JOHN DOE hereby pays to Noel P. Keane as compensation for legal and administrative services, the sum of $11,000.00 (ELEVEN THOUSAND DOLLARS) plus costs and expenses. A partial list of costs and expenses is annexed hereto and incorporated herein by reference. (See Exhibit "A"). Said costs and expenses will be itemized periodically and billed to JOHN DOE. It is hereby agreed that Noel P. Keane shall act as escrow agent for the fee to be paid by JOHN DOE to the selected surrogate mother.

2. It is further understood that no portion of the fee paid to Noel P. Keane is refundable regardless of whether JOHN DOE ever conceives or receives custody of a child pursuant to the Surrogate Parenting Agreement entered into between JOHN DOE and the Surrogate, assuming Noel P. Keane complies with his duties and obligations hereunder.

3. It is expressly understood that Noel P. Keane does not guarantee or warrant that the Surrogate will in fact conceive a child fathered by JOHN DOE; nor does Noel P. Keane guarantee or warrant that if a child is conceived, it will be a healthy child, free from all defects; nor does Noel P. Keane guarantee or warrant that the Surrogate (and her Husband, if applicable) will comply with the terms and provisions of the Surrogate Parenting Agreement entered into between herself(themselves) and JOHN DOE. Subsequent to the drafting of said Agreement between JOHN DOE and the Surrogate, Noel P. Keane agrees to negotiate and represent JOHN DOE'S interests in said Agreement with the Surrogate and her legal representative. In the event of a breach by the Surrogate, Noel P. Keane agrees to negotitate with additional prospective Surrogates to fulfill the objectives of this Agreement. In the event the initial Surrogate selected by JOHN DOE does not become pregnant or miscarries, Noel P. Keane shall be under a further obligation to negotiate with additional prospective Surrogates on behalf of JOHN DOE.

4. Noel P. Keane agrees to advise JOHN DOE on the progress of the insemination and pregnancy as reported to him by the attending physician(s).

5. Noel P. Keane agrees to advise JOHN DOE of applicable law as it relates to matters relevant to surrogate parenting procedures.

6. JOHN DOE recognizes and assumes the risks that surrogate parenting procedures have never been fully legally tested and that as much as this procedure may be a case of first impression, JOHN DOE understands that Noel P. Keane cannot guarantee his name will be placed on the child's birth certificate or that the Surrogate's (and her Husband's, if applicable) rights can or will be terminated. However, Noel P. Keane agrees to use his best efforts and conduct all necessary and allowable proceedings in order to do so. Therefore, JOHN DOE accepts the fact that Noel P. Keane cannot advise him of all the legal problems and implications which may arise incident to this surrogate parenting procedure, but JOHN DOE nevertheless assumes all possible legal risks.

7. In the event of litigation between JOHN DOE and/or his family or estate, and the Surrogate and/or her Husband (if applicable); and/or any party, governing body, state or nation, Noel P. Keane will not be required to represent JOHN DOE pursuant to this Attorney-Client Agreement.

8. JOHN DOE, warrants and represents the following to Noel P. Keane: (a) that his semen is of sufficient nature both quantitatively and qualitatively to impregnate the selected surrogate mother; (b) that he is medically free from disease or other hereditary medical problems which could cause injury, defect, or disease to the surrogate mother or child; and (c) that he will not make or attempt to make directly or through a representative, a subsequent agreement with the selected surrogate mother or any other surrogates introduced to him by Noel P. Keane before or at any time after the birth of his child. In the event of a further arrangement with the surrogate for a child is made, JOHN DOE agrees to pay to Noel P. Keane a second fee in the amount specified in Paragraph 1 of this Agreement.

9. JOHN DOE hereby agrees to assume the legal and medical risks incident to the surrogate parenting procedure, both known and unknown.

10. Prior to the signing of this Attorney-Client Agreement, JOHN DOE has been given the opportunity to consult with an attorney of his choice as to the terms and legal significance of said Agreement. JOHN DOE acknowledges that he fully understands this Agreement and its legal effect, and that he is signing the same freely and voluntarily.

11. JOHN DOE further agrees that he will hold Noel P. Keane harmless from any and all liability associated with surrogate parenting procedures. Moreover, JOHN DOE understands the relationship between Noel P. Keane and the relationship of the doctors used in connection with insemination, monitoring and any other medical or psychiatric procedure or treatment of the surrogate or of the child is that of an independent contractor and that there is no other relationship between the parties. This paragraph shall not be construed as an attempt by Noel P. Keane to exonerate himself or limit his liability in the event of personal malpractice.

12. No provision in this Attorney-Client Agreement is to be interpreted for or against any party because that party drafted said provision. In the event any of the provisions of this Agreement are deemed invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provisions shall be deemed invalid due to their scope or breadth, then said provisions shall be deemed valid to the extent of the scope and breadth permitted by law.

________________________ JOHN DOE Biological Father	________________ Date
________________________ NOEL P. KEANE Attorney at Law	________________ Date

EXHIBIT "A"

SUMMARY OF COSTS

Attorney Fee	$10,000
Legislative Action Fund	1,000

Due at First Insemination

Surrogate Fee	10,000
Surrogate Attorney Fee - Regarding Contract	400
Advertising Fee	300
Psychiatric Examination	400
Psychological Evaluation - IQ Testing (optional)	125
Initial Medical Examination, Lab, Cultures	477
Additional Lab Fees for Evaluation	210
Insemination Fee (for up to 6 months or pregnancy)	1,750
Medical Insurance and Medical Expenses	VARIABLE
Surrogate Support Program	200

Due Upon Pregnancy

Life Insurance Policy for Surrogate (estimated)	300
Maternity Clothing	400
Paternity Fee	625
Adoption Fee	1,088
Surrogate Attorney Fee - Paternity Hearing	500
Surrogate Attorney Fee - Adoption Hearing	250

Miscellaneous

Travel Expenses	VARIABLE
Telephone and Postage	VARIABLE
Paternity Testing (optional)	700

EXHIBIT "A"

STATEMENT OF CHARGES INCIDENT TO THE SURROGATE SERVICE

While all expenses incidental to a pregnancy vary from case to case, the following is a list of known expenses which should be considered only as a minimal estimate of the total expenses.

ATTORNEY FEE

The fee to Noel P. Keane, P.C. is $10,000.00 and includes all attorney fees for legal negotiations and representation of the couple pursuant to the Surrogate Parenting Agreement and is more particularly described in the Attorney-Client Agreement, together with all administrative staff responsibilities such as scheduling of medical, legal and counseling appointments for the surrogate, travel arrangements, accountings, and all logistical details.

LEGISLATIVE ACTION FUND

A charge of $1,000.00 will be required for the financing of a legislative action fund. A group of former and present couples have formed "Concerned Parents for Reproductive Alternatives" which has hired a lobbyist and engaged in other legislative efforts.

SURROGATE FEE

The surrogate's fee is due prior to the first insemination and is placed in an escrow account. The fee is not paid to the surrogate until she completes her duties and obligations under the Agreement.

SURROGATE ATTORNEY FEE

It is very important for the surrogate to receive independent legal counseling relevant to the surrogate procedure so that she is aware of potential legal problems incident to the procedure. The typical attorney fee for this counseling is $400.00.

ADVERTISING FEE

This fee covers a pro rata share of advertising costs for surrogates. Cost is approximately $300.00.

PSYCHIATRIC AND PSYCHOLOGICAL EXPENSES

The surrogate must be evaluated by an independent psychiatrist. Two (2) visits are recommended to achieve a more thorough evaluation. The average cost is approximately $400.00. Psychological aptitude (IQ) testing is optional and costs an average of $125.00.

INITIAL MEDICAL EXAMINATION

The surrogate must be evaluated by a medical doctor prior to final selection and insemination. The cost is approximately $687.00, but could be higher depending on the need for additional testing and further evaluation.

INSEMINATION FEE

Insemination costs are $1,750.00 which includes insemination two times monthly for up to six months.

MEDICAL INSURANCE AND MEDICAL EXPENSES

The couple agrees to pay all unreimbursed medical expenses incident to the pregnancy of the surrogate. All surrogates must have medical insurance which include maternity benefits. An insurance policy may be purchased for the surrogate if she does not have insurance coverage.

SURROGATE SUPPORT GROUP

A support group which meets twice a month is available for surrogates who wish to participate.

MATERNITY CLOTHING

This payment of $400.00 is for maternity clothes and is paid to the surrogate after a pregnancy occurs.

PATERNITY AND ADOPTION FEES

Paternity and adoption proceedings are necessary to establish the legal father of the child and to terminate the parental rights of the surrogate. The charges are paid directly to the attorney handling the matter and generally include filing fees and court costs.

TRAVEL EXPENSES

If it is necessary for the surrogate or Noel P. Keane to travel in regards to meeting the duties and obligations of this Agreement, the cost of same will be billed as they occur.

TELEPHONE AND POSTAGE

Long distance telephone charges will be billed only for overseas calls. Postage will be billed only for overseas shipping or overnight mail services.

PATERNITY TESTING

A set of highly reliable blood tests are available to confirm that the child is the biological child of the natural father. These tests cost approximately $700.00. This is an optional test done at either party's request under the terms of the Agreement.

B2

CONFIDENTIAL PARENTAL COUPLE FORM
FOR SURROGATE MOTHER PROCEDURE

Please fill out this form as truthfully and completely as possible. Feel free to use more spaces if you need it. Each applicant of a marital couple must fill out a separate form, as all questions may not apply to you.

Name: ____________________

Address: ____________________

Home Phone: __________ Business Phone: __________

Nearest Relative Phone: ____________________

Birthdate: __________ Birthplace: __________

Social Security Number: ____________________

Race: __________ Religion: __________

Highest Education Level: ____________________

Occupation: ____________________

MARITAL AND FERTILITY HISTORY

Please give your past marital history including previous marriages and present marital status.

Date of Marriage: __________ Location of Marriage: __________

If you are a woman, give a history of all previous pregnancies, if any. How did they end (e.g., miscarriages, abortion, etc.).

Please describe your fertility problem.

What doctors did you see for it?

Has there been any other fertility problems in your family?

Have there been any adoptions in your family?

PSYCHO-SOCIAL HISTORY

How do you feel about your (your spouse's) fertility problem?

How has the problem affected your relationship with your spouse?

Have you ever spoken to a mental health professional about your fertility problem or about anything else? Please give details.

Have you or anyone else in your family ever been a patient in a psychiatric hospital? Give details.

How much and how often do you drink liquor or use drugs?

Have you ever had any problems with the law? Please list any arrests, convictions, sentences, etc.?

ATTITUDE ABOUT SURROGATE MOTHER PROCEDURE

Why do you want to have a child using the surrogate mother procedu

Have you already tried ADOPTION, ARTIFICAL INSEMINATION, or IN VITRO FERTILIZATION? If not, why not? If you did try any of them, what was the result of each?

Do you foresee any possible emotional reactions or problems to to you or your spouse with the surrogate mother procedure? (For example: anger, resentment, envy, depression)

Which would be most likely to happen? Why?

How will you feel having a child who is biologically related to one of you but not to the other?

Do you think these feelings will interfere with your ability or desire to care for this child?

ATTITUDE ABOUT THE SURROGATE

Please rate the following characteristics of a surrogate in order of importance to you. (Use a scale of one to six with number one being the most important to you)

Married or single ____________

Educational background ____________

Medical History ____________

Physical characteristics ____________

Family history of physical and mental illness ____________

Personality characteristics and habits ____________

Do you think the surrogate will have any emotional reactions or problems?

How do you think she will react to giving up the child?

B3.

SURROGATE APPLICATION FORM

Please type or print clearly

Date of Application ____ / ____ / ____ month day year Married ☐ Single ☐ Widowed ☐ Separated ☐ Divorced ☐

Name ____________________ last first middle

Address ____________________ street city state zip

Home Phone No. ____________ area code number Age ____ Date of Birth ____ / ____ / ____ month day year

Social Security No. ____________ Drivers License No. ____________ state number

Occupation ____________ Business Phone No. ____________ area code number

Employer ____________ Employer's Phone No. ____________ area code number

Employer's Address ____________________ street city state zip

Husband's Name (If applicable) ____________________ last first middle

Husband's Occupation ____________ Business Phone No. ____________ area code number

Husband's Employer ____________________

Employer's Address ____________________ street city state zip

Dates of all marriages ____________________

Dates of divorces ____________________

Other ____________________

City, County & State of all marriages ____________________

Number of Pregnancies ____ Date of each pregnancy ____________________

Number of Miscarriages ____ Date of each miscarriage ____________________

Number of Abortions ____ Date of each abortion ____________________

Number of Stillbirths ____ Date of each stillbirth ____________________

Present Obstetrician/Gynecologist ____________ Phone ____________ area code number

Address ____________________ street city state zip

Number of children at home ____ List names, ages, birthdates & addresses of all children: ____________________

Present Pediatrician ____________ Phone No. ____________ area code number

Address ____________________ street city state zip

Race Blood Type Allergies

Height Weight Hobbies

Ethnic Education

Hair color Eye color Complexion Religion

Do you smoke cigarettes? How often?

Do you drink alcohol? How often?

Are you presently using marijuana? How often?

Have you ever used marijuana? How often?

Have you ever used illegal or unprescribed drugs? What drugs & how often?

Are you presently using illegal or unprescribed drugs? If so, what drugs and how often?

Please list all medications you are presently taking and the reason(s) for each:

What birth control method do you use?

Do you have any congenital diseases in your family?

Medical Insurance: Yes ☐ No ☐ Maternity Benefit Coverage

Insurance Policy #

Surgery: Yes ☐ No ☐ Reasons and results of surgeries

Reasons for applying for surrogate procedure

Please attach recent photograph of applicant and all children.

Please include a family medical and genetic history tracing back as far as possible.

I, the undersigned, hereby swear and affirm that the above statements are true and correct to the best of my knowledge.

Signature Date

B4

SURROGATE MOTHER INTAKE FORM

Please fill out this form as truthfully and completely as possible. Feel free to use an extra sheet if you need it. Also please enclose a recent picture of yourself.

NAME ______________________________ MAIDEN NAME __________

ADDRESS ______________________________ COUNTY __________

PHONE NUMBER __________ BIRTHDATE __________ RACE ________ RELIGION ______

PERSONAL HISTORY

What is your marital history and what is your present marital status including children?

Are your menstrual periods regular? __________ What is the length of your cycle? __________ How many days does your menstural cycle last? __________

Give your history of all previous pregnancies including physical and mental problems during and after the pregnancy.

How did each pregnancy end (e.g. delivery, miscarriage, abortion, etc.) and how did you react to each emotionally?

List all serious illnesses, hopitalizations, and surgery. Are you presently taking medication? If so, why?

Have you had any previous therapy with a psychiatrist or any other mental health professional? When and why? Please specify in detail. Were there any previous psychiatric hospitalizations? Please give details.

Have you ever had any problem with drug or alcohol abuse? Please explain.

How far did you go in school?

Please give a brief employment history.

Have you ever had any problems with the law? Please list any arrests, convictions, sentences, etc.

FAMILY HISTORY

Are your parents still living? If so, what is their age and health? Do they have any serious illnesses either physical or mental? If they are not living, when and how did they die? How old were they?

Please answer the same questions for your children.

Do any ilnesses (physical or mental) run in the family? If so, which ones and to whom?

Why do you want to be a surrogate mother? (Why do you want to get artificially inseminated, carry the child, and then after delivery give the child to the biological father?)

To what extent is payment for services a necessary requirement for you?

Of all the possible ways of satisfying the above needs, wants, and desires you listed, why do you want to satisfy them in this particular way?

Would you participate in this procedure only for a married couple who could not have a child of their own? Why or why not?

Do you foresee any possible emotional reaction or problems to the surrogate mother procedure? Which would be most likely to happen to you? Why?

Who would you have to help you with getting any emotional support during the entire procedure (e.g. spouse, other relative, friend, etc.)?

If married, how does your husband feel about your participation?

B5

SURROGATE PARENTING AGREEMENT

THIS AGREEMENT is made this_______day of__________________, 19____, by and between JOHN DOE ("Biological Father"), MARY SMITH, a married woman ("Surrogate") and MIKE SMITH, her husband ("Surrogate's Husband").

IN CONSIDERATION of the mutual promises contained in this Agreement and with the intentions of being legally bound by this Agreement, the parties agree as follows:

1. Purpose and Intent. The sole purpose and intent of this Agreement is to provide a means for JOHN DOE, Biological Father, and his wife to become the parents of a child who is biologically related to JOHN DOE.

2. Representations. The parties to this Agreement represent:

(A) JOHN DOE, Biological Father, represents that he is a married individual over the age of eighteen (18) years who desires to enter into this Agreement. JOHN DOE further represents to the best of his knowledge that he is capable of producing semen of sufficient nature to impregnate MARY SMITH, Surrogate, but makes no representations as to the ability or inability of his wife to conceive, carry to term or give birth to a child.

(B) MARY SMITH, Surrogate, and MIKE SMITH, her husband, represent that they have been married since 00/00/00, are over the age of eighteen (18) years and desire to enter into this Agreement for the reasons stated in Paragraph 1 and not for themselves to be the parent or parents of any child conceived pursuant to this Agreement. MARY SMITH and MIKE SMITH are in full agreement with the purposes, intents and provisions of this Agreement. MARY SMITH further represents to the best of her knowledge that she is capable of conceiving and bearing children.

3. Definitions. The following definitions shall apply:

(A) "Attending Physician" - means a doctor for evaluation, artificial insemination or treatment of MARY SMITH relating to conception or pregnancy. Initially the attending physician shall be designated or approved by JOHN DOE. Upon confirmation of pregnancy, MARY SMITH shall have the option to continue her prenatal care with that doctor or select another doctor who will then be designated as the attending physician for purposes of this Agreement.

(B) "Child" - means and is intended to include all children born of a pregnancy resulting from the artificial insemination(s) performed pursuant to this Agreement.

(C) "Premature Child" - means a child born prior to the 245th day of pregnancy calculated from the date of the last insemination.

4. Mental Evaluation. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree to undergo an evaluation by a psychiatrist or psychologist designated by JOHN DOE, Biological Father. MARY SMITH and MIKE SMITH expressly waive the privilege of confidentiality and permit the release of the report or other information obtained as a result of the evaluation to JOHN DOE and Noel P. Keane.

5. Physical Evaluation. MARY SMITH, Surrogate, and JOHN DOE, Biological Father, agree to undergo physical evaluation(s) as determined by the attending physician. MARY SMITH expressly waives the privilege of confidentiality and permits the release of the report or other information obtained as a result of the evaluation to JOHN DOE and Noel P. Keane.

6. Background Investigation. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that they will cooperate with any background investigation into their medical, family and personal history and warrant the information to be accurate to the best of their knowledge.

7. Conception. MARY SMITH, Surrogate, shall be artificially inseminated by a physician with the semen of JOHN DOE, Biological Father. It is agreed by MARY SMITH and MIKE SMITH, her husband, that the conception of any child pursuant to this Agreement is for the sole purpose of providing a means for JOHN DOE and his wife to become the parents of a child who is biologically related to JOHN DOE.

8. Medical Instructions. MARY SMITH, Surrogate, agrees to adhere to all medical instructions given to her by the attending physician. MARY SMITH further agrees to follow an insemination and prenatal medical examination schedule set by the attending physician.

9. Pregnancy. MARY SMITH, Surrogate, upon becoming pregnant, agrees that she will carry the embryo/fetus (referred to as "child") until delivery. MARY SMITH agrees, upon the request of the attending physician to undergo amniocentesis (See Exhibit "A") or similar tests to detect genetic and congenital defects. MARY SMITH and JOHN DOE, Biological Father, understand that the United States Supreme Court case of Roe v Wade, 410 US 113 (1973), grants constitutional protection to a woman's right to elect an abortion. MARY SMITH shall have the right, to the exclusion of JOHN DOE to decide whether to abort. MARY SMITH'S decision to abort must comply with the guidelines set forth in Roe. JOHN DOE recognizes that some genetic and congenital abnormalities may not be detected by amniocentesis or other testing, if performed, and that MARY SMITH may elect to continue or terminate the pregnancy knowing of a genetic or congenital abnormality. (See Exhibits "B" and "C").

10. Paternity. Prior to the birth of the child, MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree to initiate and voluntarily participate in any paternity proceedings necessary to have the name of JOHN DOE, Biological Father, entered on the child's birth certificate as the father. MARY SMITH and MIKE SMITH agree to sign all affidavits and attend any scheduled court hearing(s) either prior to or after the birth to finalize the paternity proceedings. MARY SMITH and JOHN DOE agree to submit to a paternity blood test (HLA type) at the request of either party, provided such request is made prior to the release of custody to JOHN DOE. MIKE SMITH specifically agrees that he will do all acts necessary to rebut his presumption of paternity as provided by law, including submitting to HLA blood testing. In the event that a paternity order has been entered by a court prior to the birth, reversal of such order will be sought should HLA testing determine JOHN DOE not to be the father of the child.

11. Custody. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that in the best interest of the child they will not form or attempt to form a parent-child relationship with any child MARY SMITH may conceive, carry to term and give birth to pursuant to the provisions of this Agreement. MARY SMITH and MIKE SMITH shall voluntarily surrender custody to JOHN DOE, Biological Father, immediately upon birth of the child. JOHN DOE agrees to accept custody and assume full legal responsibility for the child born to MARY SMITH pursuant to this Agreement, recognizing the possibility that the child may have genetic or congenital abnormalities.

12. Death of Biological Father In the event of the death of JOHN DOE, Biological Father, prior to the release of custody to him, it is agreed by MARY SMITH, Surrogate, and MIKE SMITH, her husband, that the child will be placed in the custody of JOHN DOE'S wife. In the event of the death of both JOHN DOE and his wife, prior to the release of custody, MARY SMITH and MIKE SMITH agree to place the child with a guardian as designated by JOHN DOE.

13. Child's Name. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that it is the exclusive and sole right of JOHN DOE, Biological Father, to name the child.

14. Termination of Parental Rights. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that in the best interests of the child and where permitted by law they will institute and cooperate in any proceedings necessary to terminate their respective parental rights to the child, including the signing of any and all affidavits or documents to finalize the termination proceedings, acknowledging that it is consistent with the intent of this Agreement.

15. Surrogate Fee and Expenses. The consideration for this Agreement, which is compensation for services and expenses, and in no way is to be construed as a fee for termination of parental rights or a payment in exchange for a consent to surrender the child for adoption, in addition to other provisions contained in this Agreement, shall be as follows:

(A) Surrogate Fee. $10,000.00 shall be paid to MARY SMITH, Surrogate, as an independent contractor and not an employee of either JOHN DOE, Biological Father, or Noel P. Keane, for surrogate services in carrying out her duties and obligations under this Agreement. The fee shall be paid upon surrender of custody to JOHN DOE, the natural and biological father of the child born pursuant to the provisions of this Agreement.

(B) Escrow. The consideration to be paid to MARY SMITH, Surrogate, shall be deposited with Noel P. Keane, attorney for JOHN DOE, Biological Father, at the time of the signing of this Agreement, and held in escrow until completion of the duties and obligations of MARY SMITH as described in this Agreement.

(C) Expenses. JOHN DOE, Biological Father, shall pay the expenses (See Exhibit "D") incurred by MARY SMITH, Surrogate, pursuant to her conception, pregnancy, birth, miscarriage or stillbirth, more specifically defined as follows:

(1) Medical Expenses. All medical, hospitalization, pharmaceutical, laboratory and therapy expenses incurred as a result of MARY SMITH'S pregnancy, not covered or allowed by her present health and major medical insurance, including all extraordinary medical expenses and all reasonable expenses for treatment of any emotional or mental conditions related to the pregnancy;

(2) Limitation on Medical Expenses. JOHN DOE shall not be responsible for any medical expenses, including but not limited to expenses for treatment of any emotional or mental conditions, related to the pregnancy, occurring six (6) weeks subsequent to the birth of the child, unless the condition requiring expenses to be incurred was known and treated by a physician and written notice given to JOHN DOE of the treatment and expenses prior to the expiration of the six (6) week period. In no case shall any such expenses be paid or reimbursed after a period of six (6) months have elapsed since the date of the termination of the pregnancy;

(3) Paternity Testing. JOHN DOE shall be responsible for the total costs of all paternity testing. In the event JOHN DOE is conclusively determined not to be the biological father of the child as a result of an HLA test, this Agreement will be deemed breached and MARY SMITH shall not be entitled to the fee set forth in Paragraph 15(A). In such event, JOHN DOE shall further be entitled to reimbursement of all medical and related expenses from MARY SMITH and MIKE SMITH;

(4) Child Care. JOHN DOE shall reimburse MARY SMITH for reasonable child care expenses actually incurred for care of MARY SMITH'S children during any period that she is required to be absent from her home in connection with performance of her obligations under this Agreement;

(5) Travel and Mileage. MARY SMITH'S reasonable travel and mileage expenses incurred for travel at the request of JOHN DOE or necessary for performance of her obligations under this Agreement;

(6) Exclusions. JOHN DOE shall not be responsible for any lost wages of MARY SMITH or MIKE SMITH or any other expense not specifically stated in this Agreement.

16. Miscarriage, Abortion or Stillbirth. In the event that the child is miscarried, aborted with the concurrence of JOHN DOE, Biological Father, or stillborn, MARY SMITH, Surrogate, shall receive a prorated fee instead of the fee stated in Paragraph 15(A). The fee shall be prorated by the number of days that have elapsed from the date of the last insemination to the date of the miscarriage, abortion or stillbirth based on a 266 day pregnancy. In no case shall the prorated fee exceed the fee stated in Paragraph 15(A). The concurrence of JOHN DOE regarding MARY SMITH'S decision to abort shall not be withheld where there is a medically verified problem with the child or an unreasonable threat to the physical health of MARY SMITH. In the event of a miscarriage, abortion or stillbirth, this Agreement may be terminated at the option of either party upon written notice to the other party. Upon termination, neither party shall be under any further obligation under this Agreement, except for the expenses set forth in Paragraph 15(C), which shall be paid or reimbursed to MARY SMITH by JOHN DOE.

17. Premature Delivery or Death. In the event MARY SMITH, Surrogate, delivers a full-term child born alive or a premature child who survives for at least seventy-two (72) hours after its birth, MARY SMITH shall receive the fee set forth in Paragraph 15(A), if the child dies prior to the surrender of custody as contemplated in Paragraph 11 of this Agreement. If a premature child who is born alive does not survive for at least seventy-two (72) hours after its birth, the compensation and conditions set forth in Paragraph 16 for a miscarriage or stillbirth shall apply.

18. Assumption of Risk. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree to assume all risks, including the risk of death, which are incidental to conception, pregnancy, childbirth and postpartum complications. A copy of some of the possible risks and/or complications is attached and made a part of this Agreement by reference. (See Exhibit "E").

19. Life Insurance. JOHN DOE, Biological Father, shall at the option of MARY SMITH, Surrogate, pay the initial annual premium, not to exceed $300.00, of a term life insurance policy on MARY SMITH'S life. The beneficiary of the policy shall be designated by MARY SMITH. The policy shall not be purchased prior to the confirmation of pregnancy. It shall be the responsibility of MARY SMITH to arrange for and obtain the policy.

20. Escape Clause. At any time prior to the occurrence of a pregnancy, this Agreement may be terminated by either party upon written notice to the other party, without any further obligation under this Agreement, except for the expenses incurred to the date of the termination as set forth in Paragraph 15(C), which shall be paid or reimbursed to MARY SMITH by JOHN DOE, Biological Father.

21. Notice. When notice is required to be given to either party under the terms of this Agreement, it shall be given in writing and delivered personally or by certified mail, return receipt requested. Any such notice required to be given to JOHN DOE, Biological Father, may be mailed to Noel P. Keane, Attorney at Law, 930 Mason, Dearborn, MI 48124. Any such notice required to be given to MARY SMITH, Surrogate, may be mailed to the address designated in her application.

22. Severability Clause. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be severable and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision(s) shall be deemed invalid due to its scope or breadth, then that provision(s) shall be valid to the extent permitted by law.

23. Incorporation by Reference. The attached Declaration of Intent, Refusal of Consent, Exhibits, Escrow Agreement, Hold Harmless Agreements, Acknowledgments, and Release of Medical Information are made a part of this Agreement by reference.

24. Attorney of Biological Father. JOHN DOE, Biological Father, MARY SMITH, Surrogate, and MIKE SMITH, her husband, recognize and acknowledge that Noel P. Keane, Attorney at Law, shall represent JOHN DOE in all matters pertaining to this Agreement.

25. Attorney of Surrogate. MARY SMITH, Surrogate, and MIKE SMITH, her husband, acknowledge that they have the right to consult with an attorney, prior to the execution of this Agreement. JOHN DOE, Biological Father, shall provide a reasonable attorney fee for this consultation. MARY SMITH and MIKE SMITH acknowledge they have received counseling regarding the legal implications and contractual obligations set forth in this Agreement from an attorney of their own choice.

26. Execution of Agreement. Each party acknowledges that he or she fully understands this Agreement and its legal effect, and that they are signing the same freely and voluntarily and that neither party has any reason to believe that the other(s) did not freely and voluntarily execute this Agreement.

27. Original Agreement. The original of this Agreement, upon execution, shall be retained by Noel P. Keane, with photocopies being distributed to MARY SMITH, Surrogate, and JOHN DOE, Biological Father, having the same legal effect as the original.

28. Entire Agreement. This Surrogate Parenting Agreement consisting of twenty-eight (28) paragraphs, together with the attachments incorporated by reference, contains all agreements, provisions, conditions, representations and understandings between the parties, and there are no other agreements, provisions, conditions, representations or understandings, either written or oral, between them or upon which they have relied in entering into this Agreement.

Surrogate Parenting Agreement
Prepared By: Noel P. Keane
Attorney at Law
930 Mason
Dearborn, MI 48124
(313) 278-8775

I have read the foregoing five (5) pages of this Agreement, and it is my intention by affixing my signature below, to enter into a binding legal obligation.

______________________________ ____________________

JOHN DOE
Biological Father

Date

STATE OF ________________)
) SS
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of ________________, 19____, by JOHN DOE.

____

NOTARY PUBLIC

My commission expires: _________

______________________________ ____________________

NOEL P. KEANE
Attorney for Biological Father

Date

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of ________________, 19____, by NOEL P. KEANE.

____

NOTARY PUBLIC

My commission expires: _________

We have read the foregoing six (6) pages of this Agreement, and it is our collective intention by affixing our signatures below, to enter into a binding legal obligation.

______________________________ ____________________
MARY SMITH Date
Surrogate

______________________________ ____________________
MIKE SMITH Date
Surrogate's Husband

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MARY SMITH and MIKE SMITH.

____
NOTARY PUBLIC

My commission expires: __________

______________________________ ____________________
MIKE JONES Date
Attorney for Surrogate and her Husband

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MIKE JONES.

____
NOTARY PUBLIC

My commission expires: __________

DECLARATION OF INTENT

I understand that the child to be conceived by me is being done for the sole purpose of JOHN DOE, Biological Father and his wife to have a child. I, MARY SMITH, as the mother of the child to be born, acknowledge that it is in the best interest of the child for JOHN DOE to have immediate and uncontested custody.

I agree to cooperate fully to place the child with JOHN DOE as soon as possible after its birth.

MARY SMITH
Surrogate

Date

REFUSAL OF CONSENT

I, MIKE SMITH, husband of MARY SMITH, who is to become a Surrogate and bear a child conceived by JOHN DOE, pursuant to a Surrogate Parenting Agreement, acknowledge the existence of the following Michigan statutes:

(1) 1978 PA 368, Section 2824(6) which provides: "A child born to a married woman as a result of artificial insemination, with consent of her husband, is considered to be the legitimate child of the husband and wife;" and

(2) 1978 PA 642, Section 111(2) which provides: "A child conceived following artificial insemination of a married woman with the consent of her husband shall be considered as their child for all purposes of intestate succession."

I expressly withhold and refuse to consent to any artificial insemination in connection with the surrogate parenting procedures proposed by my wife. I recognize that by refusing to consent to the insemination, I cannot be declared or considered to be the legal father of the child conceived by the insemination under the above statutes.

____
MIKE SMITH
Surrogate's Husband

____
Date

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: __________

EXHIBIT "A"

Amniocentesis is a test used to detect some genetic and congenital defects of the fetus, and is usually performed between the 15th and 20th week of pregnancy. In addition to amniocentesis, there are other tests that may be available to the physician to detect genetic defects of the fetus. They are: ultrasononography, radiography, chorionic villi sampling, and maternal blood sampling. Amniocentesis was first used almost fifty years ago, but it was not until about 1970 that the test was commonly accepted in medical practice. The test is performed by removing a sample of amniotic fluid surrounding the fetus with a syringe, and testing the fluid for chromosomal and other abnormalities. The test is useful in detecting a number of hereditary diseases, for example, Tay-Sachs disease, Down's Syndrome and Spinal Bifica.

Amniocentesis is an elective treatment. An amniocentesis test may be recommended by the physician to detect certain congenital and genetic disorders. An example might be a woman over 35 years of age or family history of a previous genetic disorder. Most doctors consider the risks inherent in the test do not justify routine amniocentesis and that it should be reserved for people with any of the above family or personal history. Statistics also indicate, that in less than 1% of the cases, miscarriage or fetal death may result because of the test.

Amniocentesis may also be recommended near term if any one of a number of problems develops during pregnancy. The test is then used to detect fetal maturity and to determine whether labor induction or Cesarean section is warranted. These tests are normally performed under ultrasound guidance to decrease the risk to mother and fetus.

EXHIBIT "B"

All Surrogates should be questioned in detail about their family medical history. Part of the reason for doing this is to elicit information regarding any genetically related disease or congenital (birth defect) anomalies. As in any natural pregnancy a certain risk for genetic defects exists and it would be impossible for anyone to warrant a child to be free from genetic defect. Just as in the case of pregnancy occurring conceptually between a man and woman, a genetic defect could occur as a result of the artificial insemination of a surrogate. With the information supplied by the Surrogate (to the best of her knowledge of her family's medical history) and the Biological Father, an appropriate genetic evaluation may be made by the attending physician.

EXHIBIT "C"

I, JOHN DOE, as prospective natural and biological father of a child to be born pursuant to this Agreement, realize that there are certain genetic conditions which contraindicate the use of a person's semen for artificial insemination, and that a Court may find a physician negligent if he allows such fertilization. I therefore state and affirm, that to the best of my knowledge, I do not possess, nor does anyone in my family possess defects or diseases, genetic in nature, of the following type:

1. ANACEPHALY: A potentially hereditary situation where the child is born without cortical brain tissue and does not survive.

2. DOWN'S SYNDROME: A condition characterized by a small, anteroposteriorly flattened skull, short, flat-bridged nose, epicanthal fold, short phalanges, and widened space between the first and second digits of hands and feet, with moderate to severe mental retardation, and associated with a chromosomal abnormality, usually trisomy of chromosome 21. Called also mongolism and trisomy 21.

3. HEMOPHILIA: A hereditary hemorrhagic diathesis due to deficiency of coagulation Factor VIII, and characterized by spontaneous or traumatic subcutaneous and intramuscular hemorrhages; bleeding from the mouth, gums, lips, and tongue; hematuria; and hemarthroses. It affects males, being transmitted as an X-linked recessive trait

4. MARFAN'S SYNDROME: A congenital disorder of connective tissue characterized by abnormal length of the extremities, especially of fingers and toes, subluxation of the lens, cardiovascular abnormalities and other deformities. It is inherited in an autosomal dominant manner with variable degree of expression.

5. NEUROFIBROMATOSIS: A familial condition characterized by developmental changes in the nervous system, muscles, bone and skin and marked superficially by the formation of multiple pedunculated soft tumors distributed over the entire body associated with areas of pigmentation.

6. POLYCYSTIC KIDNEY DISEASE: Characterized by numerous cysts of varying sizes, scattered diffusely throughout the kidneys, sometimes resulting in organs that tend to resemble grape-like clusters of cysts. This disease is congenital and may be transmitted by either parent, and probably represents the result of a dominant gene.

7. SICKLE CELL ANEMIA: A hereditary, genetically determined hemolytic anemia, occurring almost exclusively in blacks, characterized by arthralgia, acute attacks of abdominal pain, ulcerations of the lower extremities, sickle-shaped erythrocytes in the blood, and, for full clinical expression, the homozygous presence of S hemoglobin in the red blood cells, as defined by hemoglobin electrophoresis.

8. SPINAL BIFIDA: A developmental anomaly characterized by defective closure of the bony encasement of the spinal cord, through which the cord and meninges may or may not protrude.

9. TAY-SACH'S DISEASE: A disease primarily found in Jewish East Europeans, which is characterized by a failure to thrive, hypertoxicity, progressive spastic paralysis, loss of vision and occurrence of blindness, usually with muscular degeneration and optic atrophy, convulsions and mental deterioration.

10. OTHER FAMILIAL DISORDERS: Conditions which may be genetic or congenital not listed above.

JOHN DOE

Date

EXHIBIT "D"

SUMMARY OF COSTS

Attorney Fee	$10,000
Legislative Action Fund	1,000

Due at First Insemination

Surrogate Fee	10,000
Surrogate Attorney Fee - Regarding Contract	400
Advertising Fee	300
Psychiatric Examination	400
Psychological Evaluation - IQ Testing (optional)	125
Initial Medical Examination, Lab, Cultures	477
Additional Lab Fees for Evaluation	210
Insemination Fee (for up to 6 months or pregnancy)	1,750
Medical Insurance and Medical Expenses	VARIABLE
Surrogate Support Program	200

Due Upon Pregnancy

Life Insurance Policy for Surrogate (estimated)	300
Maternity Clothing	400
Paternity Fee	625
Adoption Fee	1,088
Surrogate Attorney Fee - Paternity Hearing	500
Surrogate Attorney Fee - Adoption Hearing	250

Miscellaneous

Travel Expenses	VARIABLE
Telephone and Postage	VARIABLE
Paternity Testing (optional)	700

EXHIBIT "D"

STATEMENT OF CHARGES INCIDENT TO THE SURROGATE SERVICE

While all expenses incidental to a pregnancy vary from case to case, the following is a list of known expenses which should be considered only as a minimal estimate of the total expenses.

ATTORNEY FEE

The fee to Noel P. Keane, P.C. is $10,000.00 and includes all attorney fees for legal negotiations and representation of the couple pursuant to the Surrogate Parenting Agreement and is more particularly described in the Attorney-Client Agreement, together with all administrative staff responsibilities such as scheduling of medical, legal and counseling appointments for the surrogate, travel arrangements, accountings, and all logistical details.

LEGISLATIVE ACTION FUND

A charge of $1,000.00 will be required for the financing of a legislative action fund. A group of former and present couples have formed "Concerned Parents for Reproductive Alternatives" which has hired a lobbyist and engaged in other legislative efforts.

SURROGATE FEE

The surrogate's fee is due prior to the first insemination and is placed in an escrow account. The fee is not paid to the surrogate until she completes her duties and obligations under the Agreement.

SURROGATE ATTORNEY FEE

It is very important for the surrogate to receive independent legal counseling relevant to the surrogate procedure so that she is aware of potential legal problems incident to the procedure. The typical attorney fee for this counseling is $400.00.

ADVERTISING FEE

This fee covers a pro rata share of advertising costs for surrogates. Cost is approximately $300.00.

PSYCHIATRIC AND PSYCHOLOGICAL EXPENSES

The surrogate must be evaluated by an independent psychiatrist. Two (2) visits are recommended to achieve a more thorough evaluation. The average cost is approximately $400.00. Psychological aptitude (IQ) testing is optional and costs an average of $125.00.

INITIAL MEDICAL EXAMINATION

The surrogate must be evaluated by a medical doctor prior to final selection and insemination. The cost is approximately $687.00, but could be higher depending on the need for additional testing and further evaluation.

INSEMINATION FEE

Insemination costs are $1,750.00 which includes insemination two times monthly for up to six months.

MEDICAL INSURANCE AND MEDICAL EXPENSES

The couple agrees to pay all unreimbursed medical expenses incident to the pregnancy of the surrogate. All surrogates must have medical insurance which include maternity benefits. An insurance policy may be purchased for the surrogate if she does not have insurance coverage.

SURROGATE SUPPORT GROUP

A support group which meets twice a month is available for surrogates who wish to participate.

MATERNITY CLOTHING

This payment of $400.00 is for maternity clothes and is paid to the surrogate after a pregnancy occurs.

PATERNITY AND ADOPTION FEES

Paternity and adoption proceedings are necessary to establish the legal father of the child and to terminate the parental rights of the surrogate. The charges are paid directly to the attorney handling the matter and generally include filing fees and court costs.

TRAVEL EXPENSES

If it is necessary for the surrogate or Noel P. Keane to travel in regards to meeting the duties and obligations of this Agreement, the cost of same will be billed as they occur.

TELEPHONE AND POSTAGE

Long distance telephone charges will be billed only for overseas calls. Postage will be billed only for overseas shipping or overnight mail services.

PATERNITY TESTING

A set of highly reliable blood tests are available to confirm that the child is the biological child of the natural father. These tests cost approximately $700.00. This is an optional test done at either party's request under the terms of the Agreement.

EXHIBIT "E"

Pregnancy is by no means a condition to be taken lightly. It is not without risks both from conditions caused by the pregnancy itself as well as from its effects on other non-pregnancy related diseases and conditions. All known disease processes can affect the course of pregnancy and should be taken into account.

MATERNAL MORTALITY - Definition of direct maternal death:

> "Death of the mother resulting from obstetric complications of the pregnancy state, labor, or puerperium, and from interventions, omissions, incorrect treatment, or events resulting from any of the above is considered a direct maternal death."

Maternal deaths per 100,000 live births have decreased remarkably in the past quarter century. In 1959, the maternal mortality rate was 83.3, or one per 1,200 live births; in 1960, 37.1; in 1970, 21.5; in 1974, 20.8, or one in 4,800 births. [Taken from Williams-Obstetrics, edited by Pritchard & MacDonald]. According to more recent data obtained from the National Center for Health Statistics in 1985 direct maternal deaths further decreased to 7.8 per 100,000 or one in 12,800.

For a more complete understanding of the complications of pregnancy or the effects pregnancy may have on a given disease state, it is important that you discuss this matter with the attending physician. If you have any doubts about these states or how they may relate to you as an individual, it is your responsibility to ask more about them. Only when you are satisfied that the risks of pregnancy are small enough for you, should you sign this Agreement.

The following is a partial list of some of the health risks of pregnancy, complicating pregnancy, caused by pregnancy or relating to conception by artificial insemination. The following diseases related to infections and/or organ systems is by no means complete. Any medical problem affecting systems may occur during pregnancy. Risks and systems that may be affected include: BACTERIAL INFECTIONS, CARDIAC SYSTEM, COLLAGEN DISEASES, DISEASES OF THE NERVOUS SYSTEM, DISEASES OF THE SKIN, ENDOCRINE SYSTEM, HEMATOLOGIC SYSTEM, HTLV III VIRUS (AIDS), LIVER AND ALIMENTARY TRACT, PROTOZOAL, PARASITIC AND FUNGAL INFECTIONS, RESPIRATORY SYSTEM, URINARY SYSTEM, VENEREAL DISEASES, and VIRAL INFECTIONS.

In addition, some specific diseases related only to pregnancy can occur:

OBSTETRIC DISORDERS: Obstetric hemorrhage, acquired coagulation defects, placental abruption, placenta previa, amnionic fluid embolism, hemorrhage with abortion, ectopic pregnancy (tubal, abdominal, ovarian and cervical), hydatidiform mole, choriocarcinoma invasive mole, tumors of the placenta, diseases of the amnion and amniotic fluid, varices, inflammation of Bartholin glands, condyloma, relaxation of the vaginal outlet, vaginal tumors (Gartner or Mullerian), cervicitis, carcinoma of the cervix, sacculation of the uterus, acute edema of the cervix, hypertrophy of the cervix, salpingitis and tubo-ovarian abscess, ovarian and uterine tumors, endometriosis, preeclampsia-eclampsia, chronic hypertension, uterine dystocia, cephalopelvic disproportion, traumatic injuries to the birth canal, uterine rupture, genital tract fistulas from parturition, postpartum hemorrhage, retention of the placenta, placenta accreta, inversion of the uterus, puerperal infection superficial thrombophlebitis, deep venous thrombosis, pelvic thrombophlebitis, antepartum thrombophlebitis, pulmonary embolism, subinvolution of the uterus, postpartum cervical erosions, prolapse of the uterus, puerperal hematomas, urinary incontinence, engorgement of the breasts, mastitis, galactocele, enlargement of supernumerary breasts, complete hysterectomy and Cesarean section.

ESCROW AGREEMENT AND INSTRUCTIONS

THIS AGREEMENT is made this________day of______________, 19_____, by and between MARY SMITH, Surrogate, JOHN DOE, Biological Father, and Noel P. Keane, Escrow Agent.

MARY SMITH has agreed to perform certain services and perform certain acts for the benefit of JOHN DOE more particularly described in the Surrogate Parenting Agreement between them dated__________________________, and incorporated herein by reference.

JOHN DOE has agreed to pay (or withhold) certain compensation as enumerated in Paragraph 15(A) and (C)(3), of the Surrogate Parenting Agreement upon completion (or breach) of the duties and obligations of MARY SMITH as described in said Agreement. In the event the child is miscarried, dies or is stillborn JOHN DOE has agreed to pay compensation as enumerated in Paragraphs 16 and 17 of the Surrogate Parenting Agreement. The Escrow Agent shall have the power to withdraw funds from escrow for expenses or costs as they become due. In the event such funds are withdrawn, JOHN DOE shall forthwith deliver funds to cover the amount of the withdrawal(s) to the Escrow Agent for deposit into escrow. This Escrow Agreement shall not be construed as an obligation of the Escrow Agent to pay or be responsible for "expenses" or "costs" as defined in the Surrogate Parenting Agreement, which JOHN DOE has agreed to pay on behalf of MARY SMITH.

JOHN DOE herewith deposits into escrow the sum of $10,000.00 to be paid to MARY SMITH by the Escrow Agent as specified in the Surrogate Parenting Agreement. Escrow Agent agrees to the following:

1. That he will deposit said sum of $10,000.00 into an interest bearing account under the name of Noel P. Keane, P.C. Accrued interest shall regularly be credited to JOHN DOE.

2. That upon completion of the duties and obligations by MARY SMITH contained in said Surrogate Parenting Agreement, Escrow Agent shall forthwith pay the amount due to MARY SMITH.

3. In the event the Agreement is terminated, the funds will be transferred to JOHN DOE upon demand.

The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no liability hereunder except for gross negligence or willful misconduct. The Escrow Agent may rely on any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed or presented by a proper person or persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions from either or both of the parties hereto with respect to the escrow which, in its opinion, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing signed by both parties hereto or by an order of a court of competent jurisdiction.

The Escrow Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, legal representatives, personal representatives, successors and assigns.

This Escrow Agreement may not be modified or terminated, nor may any of its terms be waived except by an instrument in writing, signed by the parties hereto The Escrow Agent shall not be bound by any modification of this Escrow Agreement, unless notified in writing thereof, and unless the rights and duties of the Escrow Agent hereunder are not affected.

This Escrow Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan

______________________________ ________________________

JOHN DOE Date

Biological Father

STATE OF ________________)

) SS.

COUNTY OF _______________)

The foregoing instrument was acknowledged before me this______day of __________________, 19____, by JOHN DOE.

____

NOTARY PUBLIC

My commission expires: __________

Escrow Agent hereby acknowledges receipt of the sum of $10,000.00 upon execution of this Escrow Agreement.

______________________________ ________________________

NOEL P. KEANE Date

Escrow Agent

STATE OF ________________)

) SS.

COUNTY OF _______________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by NOEL P. KEANE.

____

NOTARY PUBLIC

My commission expires: __________

HOLD HARMLESS AGREEMENT - SURROGATE

MARY SMITH, Surrogate, and MIKE SMITH, her husband, hereby agree to hold Noel P. Keane, P.C., and its associated attorneys, free and clear of any fault and/or liability and responsibility of any nature whatsoever which may result from the Surrogate Parenting Agreement, including but not limited to complications of conception, pregnancy, childbirth or delivery, or from the birth of an infant abnormal in any respect, or from the hereditary tendencies of such issue, or from any adverse consequences which may arise in connection with, or as a result of the artificial inseminations authorized and our participation in the process of surrogate parenting.

We under no circumstances shall require that the identity of JOHN DOE be divulged to us or to anyone else, and accordingly, forever waive all rights, if any, that we may have as to the identity, address, or any other information whatsoever concerning JOHN DOE.

I, MARY SMITH, understand that my medical insurance coverage must be continuous during the insemination period and throughout my pregnancy. I acknowledge that I have the responsibility to immediately notify Noel P. Keane, P.C., should I have any change in my medical insurance status in order to maintain continuous insurance coverage.

It is expressly understood that the relationship between Noel P. Keane, P.C. and the doctors is that of an independent contractor and there exists no other relationship as to: (i) the artificial insemination procedure of the Surrogate; (ii) the monitoring of the Surrogate's pregnancy; (iii) the birth of the child; or (iv) any other medical procedure/treatment or psychiatric evaluation/counseling of the Surrogate or of the child to which the Surrogate has given birth.

This Hold Harmless Agreement shall not be construed as an attempt by Noel P. Keane, P.C., to exonerate itself or limit its liability in the event of personal malpractice.

______________________________ ______________________
MARY SMITH Date
Surrogate

______________________________ ______________________
MIKE SMITH Date
Surrogate's Husband

STATE OF ____________________)
) SS.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ______ day of ________________, 19____, by MARY SMITH and MIKE SMITH

____

NOTARY PUBLIC

My commission expires: __________

MEDICAL HOLD HARMLESS AGREEMENT - SURROGATE

MARY SMITH, Surrogate, and MIKE SMITH, her husband, hereby agree to hold Dr Ronald G. Zack, Dr. Michael Berke, Dr Michael Gotlib and Dr Abraham Blumer or their associates of 18211 W. Twelve Mile Road, Lathrup Village, Michigan, free and clear of any and all fault and/or liability in connection with the artificial insemination of MARY SMITH, Surrogate, with the semen of JOHN DOE, Biological Father. However, nothing in this release shall be construed as an attempt by the above-named physicians and/or their associates to exonerate themselves or otherwise limit their liability in the event of personal malpractice

1. It is further understood that a physician can only advise the Surrogate to abstain from sexual activity. He/she cannot control or diagnose sexual relations the Surrogate may have had at or about the date(s) of her insemination. A pregnancy test may not show a pregnancy if conception has only recently occurred. An HLA paternity test will show whether the semen donor is the father; it is not in any way a guarantee that the semen donor will be the father of the child born to the Surrogate.

2. It is further understood that the physician cannot be professionally responsible if the Surrogate fails to keep her prenatal appointments in the event of an obstetrical problem.

______________________________ ____________________

MARY SMITH Date

Surrogate

______________________________ ____________________

MIKE SMITH Date

Surrogate's Husband

STATE OF ________________)

) SS.

COUNTY OF _______________)

The foregoing instrument was acknowledged before me this_______day of _________________, 19____, by MARY SMITH and MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: __________

ACKNOWLEDGMENT OF SURROGATE'S ATTORNEY

MARY SMITH, Surrogate, and MIKE SMITH, her Husband, hereby acknowledge that they have jointly and individually discussed and sought counsel of MIKE JONES, Attorney at Law, on ____________________, 19____, regarding the legal implications and contractual obligations contained within the Surrogate Parenting Agreement and other documents signed between the various parties to the surrogate procedure.

We acknowledge that this consultation is strictly a legal consultation and that our attorney cannot and did not give any medical instructions whatsoever. We further acknowledge that the selection of MIKE JONES, as our attorney was free and voluntary on our part, and that we were given the full opportunity to seek counsel from an attorney of our choice.

We affirmatively state that we fully understand our respective rights and responsiblities under the Surrogate Parenting Agreement and its supporting documents.

______________________________ ______________________________

MARY SMITH
Surrogate

Date

______________________________ ______________________________

MIKE SMITH
Surrogate's Husband

Date

I, MIKE JONES, Attorney at Law, acknowledge that I have counseled with MARY SMITH and MIKE SMITH regarding the legal implications and contractual obligations set forth in the Surrogate Parenting Agreement.

______________________________ ______________________________

MIKE JONES
Attorney at Law

Date

ACKNOWLEDGMENT OF BIOLOGICAL FATHER'S WIFE

JANE DOE, wife of JOHN DOE, Biological Father, hereby acknowledges that she is aware of and understands the proposed Surrogate Parenting Agreement between her husband and MARY SMITH, Surrogate. JANE DOE, further acknowledges that she is in agreement with the objectives of said Agreement and fully supports this procedure.

______________________________ ______________________
JANE DOE Date
Biological Father's Wife

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of ________________, 19____, by JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

HOLD HARMLESS AGREEMENT - BIOLOGICAL FATHER

JOHN DOE, Biological Father, and JANE DOE, his wife hereby agree to hold Noel P. Keane, P.C., and its associated attorneys, free and clear of any fault and/or liability in connection with the selection of a Surrogate to be artificially inseminated and carry the child of JOHN DOE, with any complications of conception, childbirth or delivery, or from the birth of an infant abnormal in any respect, or from any adverse consequences which may arise in connection with, or as a result of our participation in the process of surrogate parenting.

The undersigned hereby acknowledge that the selection of MARY SMITH as their Surrogate was made without recommendation, inducement or influence by Noel P. Keane or his representatives.

It is expressly understood that Noel P. Keane, P.C. cannot and does not guarantee that the MARY SMITH, Surrogate, will become pregnant or abide by the terms of the Surrogate Parenting Agreement signed between herself and JOHN DOE.

It is expressly understood that the relationship between Noel P. Keane, P.C. and the doctors is that of an independent contractor and there exists no other relationship as to: (i) the artificial insemination procedure of the Surrogate; (ii) the monitoring of the Surrogate's pregnancy; (iii) the birth of the child; or (iv) any other medical procedure/treatment or psychiatric evaluation/counseling of the Surrogate or of the child to which the Surrogate has given birth.

This Hold Harmless Agreement shall not be construed as an attempt by Noel P. Keane, P.C. to exonerate itself or limit its liability in the event of personal malpractice.

______________________________ ____________________
JOHN DOE Date
Biological Father

______________________________ ____________________
JANE DOE Date
Biological Father's Wife

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this _______ day of ________________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

MEDICAL HOLD HARMLESS AGREEMENT - BIOLOGICAL FATHER

JOHN DOE, Biological Father, and JANE DOE, his wife hereby agree to hold Dr. Ronald G. Zack, Dr. Michael Berke, Dr. Michael Gutlib and Dr. Abraham Blumer or their associates of 18211 W. Twelve Mile Road, Lathrup Village, Michigan, free and clear of any and all fault and/or liability in connection with the artificial insemination of MARY SMITH, Surrogate.

1. It is further understood that a physician can only advise the Surrogate to abstain from sexual activity. He/she cannot control or diagnose sexual relations the Surrogate may have had at or about the date(s) of her insemination. A pregnancy test may not show a pregnancy if conception has only recently occurred. An HLA paternity test will show whether the semen donor is the father; it is not in any way a guarantee that the semen donor will be the father of the child born to the Surrogate.

2. It is further understood that the physician cannot be professionally responsible if the Surrogate fails to keep her prenatal appointments in the event of an obstetrical problem.

______________________________ ______________________
JOHN DOE Date
Biological Father

______________________________ ______________________
JANE DOE Date
Biological Father's Wife

STATE OF __________________)
) SS.
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

RELEASE OF MEDICAL INFORMATION

I, MARY SMITH, Surrogate, authorize the attending physician(s)[1] to release any and all information concerning my evaulation, care and/or treatment upon the request of JOHN DOE, any physician designated by JOHN DOE, or representatives of Noel P. Keane, P.C. This release shall specifically include, but not be limited to medical diagnosis and opinions as well as all prenatal test results.

____
MARY SMITH
Surrogate

STATE OF __________________)
) SS.
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this________day of ____________________, 19_____, by MARY SMITH.

____

NOTARY PUBLIC

My commission expires: __________

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[1] "Attending physician" is defined in Paragraph 3(A) of the Surrogate Parenting Agreement to mean -- "a doctor for evaluation, artificial insemination or treatment of MARY SMITH relating to conception or pregnancy."

B6

IN VITRO/SURROGATE IMPLANTATION AGREEMENT

THIS AGREEMENT is made this______day of__________________, 19____, by and between JOHN DOE ("Biological Father"), his wife, JANE DOE ("Biological Mother"), MARY SMITH, a married woman ("Surrogate") and MIKE SMITH, her husband ("Surrogate's Husband").

IN CONSIDERATION of the mutual promises contained in this Agreement and with the intentions of being legally bound by this Agreement, the parties agree as follows:

1. Purpose and Intent. The sole purpose and intent of this Agreement is to provide a means for JOHN DOE, Biological Father, to fertilize *in vitro* an ovum from his wife, JANE DOE, Biological Mother, for implantation into MARY SMITH, Surrogate, who agrees to carry the ovum/embryo to term and relinquish custody of the child born pursuant to this Agreement to its biological parents JOHN DOE and JANE DOE.

2. Representations. The parties to this Agreement represent:

(A) JOHN DOE, Biological Father, and JANE DOE, Biological Mother, represent that they are married individuals over the age of eighteen (18) years who desire to enter into this Agreement. JOHN DOE and JANE DOE further represent to the best of their knowledge that they are respectively capable of producing semen and an ovum(s) of sufficient nature for implantation into MARY SMITH, Surrogate, but make no representations as to JANE DOE'S ability or inability to conceive, carry to term or give birth to a child.

(B) MARY SMITH, Surrogate, and MIKE SMITH, her husband, represent that they have been married since 00/00/00, are over the age of eighteen (18) years and desire to enter into this Agreement for the reasons stated in Paragraph 1 and not for themselves to become the parent or parents of any child conceived by JOHN DOE and JANE DOE pursuant to this Agreement. MARY SMITH and MIKE SMITH are in full agreement with the purposes, intents and provisions of this Agreement. MARY SMITH further represents to the best of her knowledge that she is capable of carrying an implanted ovum/embryo to term.

3. Definitions. The following definitions shall apply:

(A) "Attending Physician" - means a doctor for evaluation, *in vitro* fertilization or treatment of MARY SMITH relating to implantation or pregnancy. Initially the attending physician shall be designated or approved by JOHN DOE and JANE DOE. Upon confirmation of pregnancy, MARY SMITH shall have the option to continue her prenatal care with that doctor or select another doctor who will then be designated as the attending physician for purposes of this Agreement.

(B) "Child" - means and is intended to include all children born as a result of a pregnancy resulting from the *in vitro* implantations performed pursuant to this Agreement.

(C) "Premature Child" - means a child born prior to the 245th day of pregnancy calculated from the date of the last implantation.

4. Mental Evaluation. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree to undergo an evaluation by a psychiatrist or psychologist designated by JOHN DOE, Biological Father, and JANE DOE, Biological Mother. MARY SMITH and MIKE SMITH expressly waive the privilege of confidentiality and permit the release of the report or other information obtained as a result of the evaluation to JOHN DOE, JANE DOE and Noel P. Keane.

5. Physical Evaluation. MARY SMITH, Surrogate, JOHN DOE, Biological Father, and JANE DOE, Biological Mother, agree to undergo physical evaluation(s) as determined by the attending physician. MARY SMITH expressly waives the privilege of confidentiality and permits the release of the report or other information obtained as a result of the evaluation to JOHN DOE, JANE DOE and Noel P. Keane.

6. Background Investigation. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that they will cooperate with any background investigation into their medical, family and personal history and warrant the information to be accurate to the best of their knowledge.

7. Implantation. MARY SMITH, Surrogate, agrees to have an ovum supplied by JANE DOE, Biological Mother, and fertilized in vitro with the semen of JOHN DOE, Biological Father, implanted into her uterus by a physician.

8. Medical Instructions. MARY SMITH, Surrogate, agrees to adhere to all medical instructions given to her by the attending physician. MARY SMITH further agrees to follow an implantation and prenatal medical examination schedule set by the attending physician.

9. Pregnancy. MARY SMITH, Surrogate, upon becoming pregnant, agrees that she will carry the embryo/fetus (referred to as "child") until delivery. MARY SMITH agrees, upon the request of the attending physician to undergo amniocentesis (See Exhibit "A") or similar tests to detect genetic and congenital defects. All parties understand that the United States Supreme Court case of Roe v Wade, 410 US 113 (1973), grants constitutional protection to a woman's right to elect an abortion. MARY SMITH shall have the right, to the exclusion of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, to decide whether to abort. MARY SMITH'S decision to abort must comply with the guidelines set forth in Roe. JOHN DOE and JANE DOE recognize that some genetic and congenital abnormalities may not be detected by amniocentesis or other testing, if performed, and that MARY SMITH may elect to continue or terminate the pregnancy knowing of a genetic or congenital abnormality. (See Exhibits "B" and "C").

10. Paternity and Maternity. Prior to the birth of the child, MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree to initiate and voluntarily participate in any paternity/maternity proceedings necessary to have the names of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, entered on the child's birth certificate as the parents. MARY SMITH and MIKE SMITH agree to sign all affidavits and attend any scheduled court hearing(s) either prior to or after the birth to finalize the proceedings. All parties agree to submit to a paternity blood test (HLA type) at the request of any party, provided such request is made prior to the release of custody to JOHN DOE and JANE DOE. MIKE SMITH specifically agrees that he will do all acts necessary to rebut his presumption of paternity as provided by law, including submitting to HLA blood testing. In the event that a paternity/maternity order has been entered by a court prior to the birth, reversal of such order will be sought should HLA testing determine JOHN DOE and JANE DOE not to be the parents of the child.

11. Custody. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that in the best interest of the child they will not form or attempt to form a parent-child relationship with any child of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, that MARY SMITH may carry to term and give birth to pursuant to the provisions of this Agreement. MARY SMITH and MIKE SMITH shall voluntarily surrender and waive all custody rights, if any, to the child's parents, JOHN DOE and JANE DOE, immediately upon birth of the child. JOHN DOE and JANE DOE agree to accept custody and assume full legal responsibility for the child born to MARY SMITH pursuant to this Agreement, recognizing the possibility that the child may have genetic or congenital abnormalities.

12. Death of Biological Parents. In the event of the death of either JOHN DOE, Biological Father, or JANE DOE, Biological Mother, prior to the release of custody to them, it is agreed by MARY SMITH, Surrogate, and MIKE SMITH, her husband, that the child will be placed in the custody of the survivor. In the event of the death of both JOHN DOE and JANE DOE, prior to the release of custody, MARY SMITH and MIKE SMITH agree to place the child with a guardian as designated by JOHN DOE and JANE DOE.

13. Child's Name. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that it is the exclusive and sole right of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, to name the child.

14. Termination of Parental Rights. MARY SMITH, Surrogate, and MIKE SMITH, her husband, agree that in the best interests of the child and where permitted by law they will institute and cooperate in any proceedings necessary to terminate their respective parental rights to the child, if any, including the signing of any and all affidavits or documents to finalize the termination proceedings, acknowledging that it is consistent with the intent of this Agreement.

15. Surrogate Fee and Expenses. The consideration for this Agreement, which is compensation for services and expenses only, shall be as follows:

(A) Surrogate Fee. All fees under this Agreement shall be paid to MARY SMITH, Surrogate, as an independent contractor and not an employee of either JOHN DOE, Biological Father, JANE DOE, Biological Mother, or Noel P. Keane.

(1) $300.00 shall be paid to MARY SMITH, Surrogate, for each monthly cycle in which an implantation is attempted. MARY SMITH shall be entitled to this fee whether or not the implantation is successful. The fee shall be paid within ten (10) days of the implantation attempt;

(2) $10,000.00 shall be paid to MARY SMITH, Surrogate, for surrogate services in carrying out her duties and obligations under this Agreement. The fee shall be paid upon surrender of custody to JOHN DOE and JANE DOE, the biolog~~ical~~ parents of the child born pursuant to the provisions of this Agreement.

(B) Escrow. The consideration to be paid to MARY SMITH, Surrogate, shall be deposited with Noel P. Keane, attorney for JOHN DOE, Biological Father, and JANE DOE, Biological Mother, at the time of the signing of this Agreement, and held in escrow until completion of the duties and obligatio~~ns of~~ MARY SMITH as described in this Agreement.

(C) Expenses. JOHN DOE, Biological ~~Father~~, and JANE DOE, Biological Mother, shall pay the expenses (See Exhibit "D") incurred by MARY SMITH, Surrogate, pursuant to the implantation, pregnancy, birth, miscarriage or stillbirth, ~~more~~ specifically defined as follows:

(1) Medical Expenses. All medical, hospitalization, pharmaceutical, laboratory and therapy expenses incurred as a result of MARY SMITH'S pregnancy, not covered or allowed by her present health and major medical insurance, including all extraordinary medical expenses and all reasonable expenses for treatment of any emotional or mental conditions related to the pregnancy;

(2) Limitation on Medical Expenses. JOHN DOE and JANE DOE shall not be responsible for any medical expenses, including but not limited to expenses for treatment of any emotional or mental conditions, related to the pregnancy, occurring six (6) weeks subsequent to the birth of the child, unless the condition requiring expenses to be incurred was known and treated by a physician and written notice given to JOHN DOE and JANE DOE of the treatment and expenses prior to the expiration of the six (6) week period. In no case shall any such expenses be paid or reimbursed after a period of six (6) months have elapsed since the date of the termination of the pregnancy;

(3) Paternity/Maternity Testing. JOHN DOE and JANE DOE shall be responsible for the total costs of all paternity and maternity testing. In the event JOHN DOE and JANE DOE are conclusively determined not to be the biological parents of the child as a result of an HLA test, this Agreement will be deemed breached and MARY SMITH shall not be entitled to the fee set forth in Paragraph 15(A). In such event, JOHN DOE and JANE DOE shall further be entitled to reimbursement of all medical and related expenses from MARY SMITH and MIKE SMITH;

(4) Child Care. JOHN DOE and JANE DOE shall reimburse MARY SMITH for reasonable child care expenses actually incurred for care of MARY SMITH'S children during any period that she is required to be absent from her home in connection with performance of her obligations under this Agreement;

(5) Travel and Mileage. MARY SMITH'S reasonable travel and mileage expenses incurred for travel at the request of JOHN DOE and JANE DOE or necessary for performance of her obligations under this Agreement;

(6) Exclusions. JOHN DOE and JANE DOE shall not be responsible for any lost wages of MARY SMITH or MIKE SMITH or any other expense not specifically stated in this Agreement.

16. Miscarriage, Abortion or Stillbirth. In the event that the child is miscarried after sixty (60) days from the date of the last implantation, aborted with the concurrence of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, or is stillborn, MARY SMITH, Surrogate, shall receive a prorated fee instead of the fee stated in Paragraph 15(A). The fee shall be prorated by the number of days that have elapsed from the date of the last implantation to the date of the miscarriage, abortion or stillbirth based on a 266 day pregnancy. In no case shall the prorated fee exceed the fee stated in Paragraph 15(A). Other than the fee set forth in Paragraph 15(A)(1), there shall be no prorated fee paid in the event of a miscarriage within the first sixty (60) days from the date of the last implantation. The concurrence of JOHN DOE and JANE DOE regarding MARY SMITH'S decision to abort shall not be withheld where there is an unreasonable threat to the physical health of MARY SMITH. In the event of a medically verified problem with the child detected during MARY SMITH'S pregnancy, JOHN DOE and JANE DOE as the parents of the child shall have complete discretion whether or not they will concur with MARY SMITH'S decision to abort. In the event of a miscarriage, abortion or stillbirth, this Agreement may be terminated at the option of either party upon written notice to the other party. Upon termination, neither party shall be under any further obligation under this Agreement, except for the expenses set forth in Paragraph 15(C), which shall be paid or reimbursed to MARY SMITH by JOHN DOE and JANE DOE.

17. Premature Delivery or Death. In the event MARY SMITH, Surrogate, delivers a full-term child born alive or a premature child who survives for at least seventy-two (72) hours after its birth, MARY SMITH shall receive the fee set forth in Paragraph 15(A), if the child dies prior to the surrender of custody as contemplated in Paragraph 11 of this Agreement. If a premature child who is born alive does not survive for at least seventy-two (72) hours after its birth, the compensation and conditions set forth in Paragraph 16 for a miscarriage or stillbirth shall apply.

18. Assumption of Risk. MARY SMITH, Surrogate, and MIKE SMITH, her Husband, agree to assume all risks, including the risk of death, which are incidental to conception, pregnancy, childbirth and postpartum complications. A copy of some of the possible risks and/or complications is attached and made a part of this Agreement by reference. (See Exhibit "E").

19. Life Insurance. JOHN DOE, Biological Father, and JANE DOE, Biological Mother, shall at the option of MARY SMITH, Surrogate, pay the initial annual premium, not to exceed $300.00, of a term life insurance policy on MARY SMITH'S life. The beneficiary of the policy shall be designated by MARY SMITH. The policy shall not be purchased prior to the confirmation of pregnancy. It shall be the responsibility of MARY SMITH to arrange for and obtain the policy.

20. Escape Clause. At any time prior to the occurrence of a successful ovum implantation, this Agreement may be terminated by either party upon written notice to the other party, without any further obligation under this Agreement, except for the expenses incurred to the date of the termination as set forth in Paragraph 15(C), which shall be paid or reimbursed to MARY SMITH by JOHN DOE, Biological Father, and JANE DOE, Biological Mother.

21. Notice. When notice is required to be given to either party under the terms of this Agreement, it shall be given in writing and delivered personally or by certified mail, return receipt requested. Any such notice required to be given to JOHN DOE, Biological Father, and JANE DOE, Biological Mother, may be mailed to Noel P. Keane, Attorney at Law, 930 Mason, Dearborn, MI 48124. Any such notice required to be given to MARY SMITH, Surrogate, may be mailed to the address designated in her application.

22. Severability Clause. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be severable and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision(s) shall be deemed invalid due to its scope or breadth, then that provision(s) shall be valid to the extent permitted by law.

23. Incorporation by Reference. The attached Declaration of Intent, Refusal of Consent, Exhibits, Escrow Agreement, Hold Harmless Agreements, Acknowledgments, and Release of Medical Information are made a part of this Agreement by reference.

24. Attorney of Biological Parents. All parties recognize and acknowledge that Noel P. Keane, Attorney at Law, shall represent JOHN DOE and JANE DOE in all matters pertaining to this Agreement.

25. Attorney of Surrogate. MARY SMITH, Surrogate, and MIKE SMITH, her husband, acknowledge that they have the right to consult with an attorney, prior to the execution of this Agreement. JOHN DOE, Biological Father, and JANE DOE, Biological Mother, shall provide a reasonable attorney fee for this consultation. MARY SMITH and MIKE SMITH acknowledge they have received counseling regarding the legal implications and contractual obligations set forth in this Agreement from an attorney of their own choice.

26. Execution of Agreement. Each party acknowledges that he or she fully understands this Agreement and its legal effect, and that they are signing the same freely and voluntarily and that neither party has any reason to believe that the other(s) did not freely and voluntarily execute this Agreement.

27. Original Agreement. The original of this Agreement, upon execution, shall be retained by Noel P. Keane, with photocopies being distributed to MARY SMITH, Surrogate, JOHN DOE, Biological Father, and JANE DOE, Biological Mother, having the same legal effect as the original.

28. Entire Agreement. This Surrogate Parenting Agreement consisting of twenty-eight (28) paragraphs, together with the attachments incorporated by reference, contains all agreements, provisions, conditions, representations and understandings between the parties, and there are no other agreements, provisions, conditions, representations or understandings, either written or oral, between them or upon which they have relied in entering into this Agreement.

In Vitro/Surrogate Implantation Agreement
Prepared By: Noel P. Keane
Attorney at Law
930 Mason
Dearborn, MI 48124
(313) 278-8775

We have read the foregoing five (5) pages of this Agreement, and it is our intention by affixing our signatures below, to enter into a binding legal obligation.

________________________________ ____________________
JOHN DOE Date
Biological Father

________________________________ ____________________
JANE DOE Date
Biological Mother

STATE OF ________________)
) SS.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me this_______day of _______________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: ________

________________________________ ____________________
NOEL P. KEANE Date
Attorney for Biological Parents

STATE OF ________________)
) SS.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me this_______day of _______________, 19____, by NOEL P. KEANE.

____

NOTARY PUBLIC

My commission expires: ________

We have read the foregoing six (6) pages of this Agreement, and it is our collective intention by affixing our signatures below, to enter into a binding legal obligation.

________________________________ ________________________
MARY SMITH Date
Surrogate

________________________________ ________________________
MIKE SMITH Date
Surrogate's Husband

STATE OF ________________)
) SS.
COUNTY OF _______________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MARY SMITH and MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: _________

________________________________ ________________________
MICHAEL JONES Date
Attorney for Surrogate and her Husband

STATE OF ________________)
) SS.
COUNTY OF _______________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MICHAEL JONES.

____

NOTARY PUBLIC

My commission expires: _________

DECLARATION OF INTENT

I understand that I am to become pregnant with a child conceived by JOHN DOE and JANE DOE through the process of in vitro fertilization and implantation. I, MARY SMITH, acknowledge that it is in the best interests of the child for the biological parents, JOHN DOE and JANE DOE, to have immediate and uncontested custody. I agree to cooperate fully to place the child with JOHN DOE and JANE DOE as soon as possible after its birth.

MARY SMITH
Surrogate

Date

REFUSAL OF CONSENT

I, MIKE SMITH, husband of MARY SMITH, who is to become a Surrogate and bear a child conceived by JOHN DOE and JANE DOE, pursuant to an In Vitro/Surrogate Implantation Agreement, in the event this activity is construed as an artificial insemination, acknowledge the existence of the following Michigan statutes:

(1) 1978 PA 368, Section 2824(6) which provides: "A child born to a married woman as a result of artificial insemination, with consent of her husband, is considered to be the legitimate child of the husband and wife;" and

(2) 1978 PA 642, Section 111(2) which provides: "A child conceived following artificial insemination of a married woman with the consent of her husband shall be considered as their child for all purposes of intestate succession."

I expressly withhold and refuse to consent to any artificial insemination in connection with the ~~*in vitro*~~ surrogate implantation procedures proposed by my wife. I recognize that by refusing to consent to an insemination, I cannot be declared or considered to be the legal father of the child conceived by the insemination under the above statutes.

______________________________ ______________________

MIKE SMITH Date

Surrogate's Husband

STATE OF __________________)

) SS.

COUNTY OF _________________)

The foregoing instrument was acknowledged before me this_______day of ___________________, 19____, by MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: __________

EXHIBIT "A"

Amniocentesis is a test used to detect some genetic and congenital defects of the fetus, and is usually performed between the 15th and 20th week of pregnancy. In addition to amniocentesis, there are other tests that may be available to the physician to detect genetic defects of the fetus. They are: ultrasononography, radiography, chorionic villi sampling, and maternal blood sampling. Amniocentesis was first used almost fifty years ago, but it was not until about 1970 that the test was commonly accepted in medical practice. The test is performed by removing a sample of amniotic fluid surrounding the fetus with a syringe, and testing the fluid for chromosomal and other abnormalities. The test is useful in detecting a number of hereditary diseases, for example, Tay-Sachs disease, Down's Syndrome and Spinal Bifida.

Amniocentesis is an elective treatment. An amniocentesis test may be recommended by the physician to detect certain congenital and genetic disorders. An example might be a woman over 35 years of age or family history of a previous genetic disorder. Most doctors consider the risks inherent in the test do not justify routine amniocentesis and that it should be reserved for people with any of the above family or personal history. Statistics also indicate, that in less than 1% of the cases, miscarriage or fetal death may result because of the test.

Amniocentesis may also be recommended near term if any one of a number of problems develops during pregnancy. The test is then used to detect fetal maturity and to determine whether labor induction or Cesarean section is warranted. These tests are normally performed under ultrasound guidance to decrease the risk to the surrogate and fetus.

EXHIBIT "B"

All Surrogates should be questioned in detail about their family medical history. Part of the reason for doing this is to elicit information regarding any genetically related disease or congenital (birth defect) anomalies. As in any natural pregnancy a certain risk for genetic defects exists and it would be impossible for anyone to warrant a child to be free from genetic defect. Just as in the case of pregnancy occurring conceptually between a man and woman, a genetic defect could occur as a result of the in vitro fertilization and implantation procedures. With the information supplied by the Surrogate (to the best of her knowledge of her family's medical history) and the biological parents, an appropriate genetic evaluation may be made by the attending physician.

EXHIBIT "C"

We, JOHN DOE and JANE DOE, as prospective natural and biological parents of a child to be born pursuant to this Agreement, realize that there are certain genetic conditions which contraindicate the use of a person's semen or ovum for in vitro fertilization and implantation, and that a Court may find a physician negligent if he allows such fertilization. We therefore state and affirm, that to the best of our knowledge, we do not possess, nor does anyone in our families possess defects or diseases, genetic in nature, of the following type:

1. ANACEPHALY: A potentially hereditary situation where the child is born without cortical brain tissue and does not survive.

2. DOWN'S SYNDROME: A condition characterized by a small, anteroposteriorly flattened skull, short, flat-bridged nose, epicanthal fold, short phalanges, and widened space between the first and second digits of hands and feet, with moderate to severe mental retardation, and associated with a chromosomal abnormality, usually trisomy of chromosome 21. Called also mongolism and trisomy 21.

3. HEMOPHILIA: A hereditary hemorrhagic diathesis due to deficiency of coagulation Factor VIII, and characterized by spontaneous or traumatic subcutaneous and intramuscular hemorrhages; bleeding from the mouth, gums, lips, and tongue; hematuria; and hemarthroses. It affects males, being transmitted as an X-linked recessive trait.

4. MARFAN'S SYNDROME: A congenital disorder of connective tissue characterized by abnormal length of the extremities, especially of fingers and toes, subluxation of the lens, cardiovascular abnormalities and other deformities. It is inherited in an autosomal dominant manner with variable degree of expression.

5. NEUROFIBROMATOSIS: A familial condition characterized by developmental changes in the nervous system, muscles, bone and skin and marked superficially by the formation of multiple pedunculated soft tumors distributed over the entire body associated with areas of pigmentation.

6. POLYCYSTIC KIDNEY DISEASE: Characterized by numerous cysts of varying sizes, scattered diffusely throughout the kidneys, sometimes resulting in organs that tend to resemble grape-like clusters of cysts. This disease is congenital and may be transmitted by either parent, and probably represents the result of a dominant gene.

7. SICKLE CELL ANEMIA: A hereditary, genetically determined hemolytic anemia, occurring almost exclusively in blacks, characterized by arthralgia, acute attacks of abdominal pain, ulcerations of the lower extremities, sickle-shaped erythrocytes in the blood, and, for full clinical expression, the homozygous presence of S hemoglobin in the red blood cells, as defined by hemoglobin electrophoresis.

8. SPINAL BIFIDA: A developmental anomaly characterized by defective closure of the bony encasement of the spinal cord, through which the cord and meninges may or may not protrude.

9. TAY-SACH'S DISEASE: A disease primarily found in Jewish East Europeans, which is characterized by a failure to thrive, hypertoxicity, progressive spastic paralysis, loss of vision and occurrence of blindness, usually with muscular degeneration and optic atrophy, convulsions and mental deterioration.

10. OTHER FAMILIAL DISORDERS: Conditions which may be genetic or congenital not listed above.

JOHN DOE

Date

JANE DOE

Date

EXHIBIT "D"

SUMMARY OF COSTS

Attorney Fee	$10,000
Legislative Action Fund	1,000

Due at First Implantation

Surrogate Fee	10,000
Surrogate Attorney Fee - Regarding Contract	400
Advertising Fee	300
Psychiatric Examination	400
Psychological Evaluation - IQ Testing (optional)	125
Physician's Fee -- Medical Exam for Couple and Surrogate (estimated)	225
Physician's Fee -- In Vitro Implantations (estimated per cycle)	4,500
Medical Insurance and Medical Expenses	VARIABLE
Surrogate Support Program	200

Due Upon Pregnancy

Life Insurance Policy for Surrogate (estimated)	300
Maternity Clothing	400
Attorney Fee - Paternity/Maternity Proceedings (if outside Michigan)	VARIABLE
Surrogate Attorney Fee - Paternity/Maternity Hearing	VARIABLE

Miscellaneous

Travel Expenses	VARIABLE
Telephone and Postage	VARIABLE
Paternity Testing (optional)	700

EXHIBIT "D"

STATEMENT OF CHARGES INCIDENT TO THE SURROGATE SERVICE

While all expenses incidental to a pregnancy vary from case to case, the following is a list of known expenses which should be considered only as a minimal estimate of the total expenses.

ATTORNEY FEE

The fee to Noel P. Keane, P.C. is $10,000.00 and includes all attorney fees for legal negotiations and representation of the couple pursuant to the Surrogate Parenting Agreement and is more particularly described in the Attorney-Client Agreement, together with all administrative staff responsibilities such as scheduling of medical, legal and counseling appointments for the surrogate, travel arrangements, accountings, and all logistical details.

LEGISLATIVE ACTION FUND

A charge of $1,000.00 will be required for the financing of a legislative action fund. A group of former and present couples have formed "Concerned Parents for Reproductive Alternatives" which has hired a lobbyist and engaged in other legislative efforts.

SURROGATE FEE

The surrogate's fee is due prior to the first implantation and is placed in an escrow account. The fee is not paid to the surrogate until she completes her duties and obligations under the Agreement.

SURROGATE ATTORNEY FEE

It is very important for the surrogate to receive independent legal counseling relevant to the surrogate procedure so that she is aware of potential legal problems incident to the procedure. The typical attorney fee for this counseling is $400.00.

ADVERTISING FEE

This fee covers a pro rata share of advertising costs for surrogates. Cost is approximately $300.00.

PSYCHIATRIC AND PSYCHOLOGICAL EXPENSES

The surrogate must be evaluated by an independent psychiatrist. Two (2) visits are recommended to achieve a more thorough evaluation. The average cost is approximately $400.00. Psychological aptitude (IQ) testing is optional and costs an average of $125.00.

INITIAL MEDICAL EXAMINATION

The couple and surrogate must be evaluated by a medical doctor prior to final selection and implantation. The cost is approximately $400.00, but could be higher depending on the need for additional testing and further evaluation.

IMPLANTATION FEE

Implantation costs vary depending upon whether the ovum may be removed non-surgically by ultrasound techniques (approximately $2,750.00 per cycle) or if laproscopic surgery is required (approximately ($5,500.00 per cycle). If several eggs are removed and frozen after fertilization for future use, additional costs will be incurred for storage, thawing and later implantation.

MEDICAL INSURANCE AND MEDICAL EXPENSES

The couple agrees to pay all unreimbursed medical expenses incident to the pregnancy of the surrogate. All surrogates must have medical insurance which include maternity benefits. An insurance policy may be purchased for the surrogate if she does not have insurance coverage.

SURROGATE SUPPORT GROUP

A support group which meets twice a month is available for surrogates who wish to participate.

MATERNITY CLOTHING

This payment of $400.00 is for maternity clothes and is paid to the surrogate after a pregnancy occurs.

PATERNITY/MATERNITY FEES

Paternity/maternity proceedings are necessary to establish the legal parents of the child. If the matter is filed in Michigan, no additional attorney fees are incurred for representation of the couple. The surrogate, however, will require legal representation. If conducted outside of Michigan, an attorney for the couple will have to be retained to handle the case in that jurisdiction. The fees are paid directly to the attorney handling the matter together with filing fees and court costs.

TRAVEL EXPENSES

If it is necessary for the surrogate or Noel P. Keane to travel in regards to meeting the duties and obligations of this Agreement, the cost of same will be billed as they occur.

TELEPHONE AND POSTAGE

Long distance telephone charges will be billed only for overseas calls. Postage will be billed only for overseas shipping or overnight mail services.

PATERNITY/MATERNITY TESTING

A set of highly reliable blood tests are available to confirm that the child is the biological child of the semen and ovum donors. These tests cost approximately $700.00. This is an optional test done at either party's request under the terms of the Agreement.

EXHIBIT "E"

Pregnancy is by no means a condition to be taken lightly. It is not without risks both from conditions caused by the pregnancy itself as well as from its effects on other non-pregnancy related diseases and conditions. All known disease processes can affect the course of pregnancy and should be taken into account.

MATERNAL MORTALITY - Definition of direct maternal death:

> "Death of the mother resulting from obstetric complications of the pregnancy state, labor, or puerperium, and from interventions, omissions, incorrect treatment, or events resulting from any of the above is considered a direct maternal death."

Maternal deaths per 100,000 live births have decreased remarkably in the past quarter century. In 1959, the maternal mortality rate was 83.3, or one per 1,200 live births; in 1960, 37.1; in 1970, 21.5; in 1974, 20.8, or one in 4,800 births. [Taken from Williams-Obstetrics, edited by Pritchard & MacDonald]. According to more recent data obtained from the National Center for Health Statistics in 1985 direct maternal deaths further decreased to 7.8 per 100,000 or one in 12,800.

For a more complete understanding of the complications of pregnancy or the effects pregnancy may have on a given disease state, it is important that you discuss this matter with the attending physician. If you have any doubts about these states or how they may relate to you as an individual, it is your responsibility to ask more about them. Only when you are satisfied that the risks of pregnancy are small enough for you, should you sign this Agreement.

The following is a partial list of some of the health risks of pregnancy, complicating pregnancy, caused by pregnancy or relating to in vitro fertilization and implantation. The following diseases related to infections and/or organ systems is by no means complete. Any medical problem affecting systems may occur during pregnancy. Risks and systems that may be affected include: BACTERIAL INFECTIONS, CARDIAC SYSTEM, COLLAGEN DISEASES, DISEASES OF THE NERVOUS SYSTEM, DISEASES OF THE SKIN, ENDOCRINE SYSTEM, HEMATOLOGIC SYSTEM, HTLV III VIRUS (AIDS), LIVER AND ALIMENTARY TRACT, PROTOZOAL, PARASITIC AND FUNGAL INFECTIONS, RESPIRATORY SYSTEM, URINARY SYSTEM, VENEREAL DISEASES, and VIRAL INFECTIONS.

In addition, some specific diseases related only to pregnancy can occur:

OBSTETRIC DISORDERS: Obstetric hemorrhage, acquired coagulation defects, placental abruption, placenta previa, amnionic fluid embolism, hemorrhage with abortion, ectopic pregnancy (tubal, abdominal, ovarian and cervical), hydatidiform mole, choriocarcinoma invasive mole, tumors of the placenta, diseases of the amnion and amniotic fluid, varices, inflammation of Bartholin glands, condyloma, relaxation of the vaginal outlet, vaginal tumors (Gartner or Mullerian), cervicitis, carcinoma of the cervix, sacculation of the uterus, acute edema of the cervix, hypertrophy of the cervix, salpingitis and tubo-ovarian abscess, ovarian and uterine tumors, endometriosis, preeclampsia-eclampsia, chronic hypertension, uterine dystocia, cephalopelvic disproportion, traumatic injuries to the birth canal, uterine rupture, genital tract fistulas from parturition, postpartum hemorrhage, retention of the placenta, placenta accreta, inversion of the uterus, puerperal infection superficial thrombophlebitis, deep venous thrombosis, pelvic thrombophlebitis, antepartum thrombophlebitis, pulmonary embolism, subinvolution of the uterus, postpartum cervical erosions, prolapse of the uterus, puerperal hematomas, urinary incontinence, engorgement of the breasts, mastitis, galactocele, enlargement of supernumerary breasts, complete hysterectomy and Cesarean section.

ESCROW AGREEMENT AND INSTRUCTIONS

THIS AGREEMENT is made this ________ day of ______________, 19_____, by and between MARY SMITH, Surrogate, JOHN DOE, Biological Father, JANE DOE, Biological Mother, and Noel P. Keane, Escrow Agent.

MARY SMITH has agreed to perform certain services and perform certain acts for the benefit of JOHN DOE and JANE DOE more particularly described in the In Vitro/Surrogate Implantation Agreement between them dated __________________________, and incorporated herein by reference.

JOHN DOE and JANE DOE have agreed to pay (or withhold) certain compensation as enumerated in Paragraph 15(A) and (C)(3), of the In Vitro/Surrogate Implantation Agreement upon completion (or breach) of the duties and obligations of MARY SMITH as described in said Agreement. In the event the child is miscarried, dies or is stillborn JOHN DOE and JANE DOE have agreed to pay compensation as enumerated in Paragraphs 16 and 17 of the In Vitro/Surrogate Implantation Agreement. The Escrow Agent shall have the power to withdraw funds from escrow for expenses or costs as they become due. In the event such funds are withdrawn, JOHN DOE and JANE DOE shall forthwith deliver funds to cover the amount of the withdrawal(s) to the Escrow Agent for deposit into escrow. This Escrow Agreement shall not be construed as an obligation of the Escrow Agent to pay or be responsible for "expenses" or "costs" as defined in the In Vitro/Surrogate Implantation Agreement, which JOHN DOE and JANE DOE have agreed to pay on behalf of MARY SMITH.

JOHN DOE and JANE DOE herewith deposit into escrow the sum of $10,000.00 to be paid to MARY SMITH by the Escrow Agent as specified in the In Vitro/Surrogate Implantation Agreement. Escrow Agent agrees to the following:

1. That he will deposit said sum of $10,000.00 into an interest bearing account under the name of Noel P. Keane, P.C. Accrued interest shall regularly be credited to JOHN DOE and JANE DOE.

2. That upon completion of the duties and obligations by MARY SMITH contained in said In Vitro/Surrogate Implantation Agreement, Escrow Agent shall forthwith pay the amount due to MARY SMITH.

3. In the event the Agreement is terminated, the funds will be transferred to JOHN DOE and JANE DOE upon demand.

The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no liability hereunder except for gross negligence or willful misconduct. The Escrow Agent may rely on any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which he believes to be genuine and to have been signed or presented by a proper person or persons. In the event that the Escrow Agent shall be uncertain as to his duties or rights hereunder or shall receive instructions from either or both of the parties hereto with respect to the escrow which, in his opinion, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action until he shall be directed otherwise in writing signed by both parties hereto or by an order of a court of competent jurisdiction.

The Escrow Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, legal representatives, personal representatives, successors and assigns.

This Escrow Agreement may not be modified or terminated, nor may any of its terms be waived except by an instrument in writing, signed by the parties hereto. The Escrow Agent shall not be bound by any modification of this Escrow Agreement, unless notified in writing thereof, and unless the rights and duties of the Escrow Agent hereunder are not affected.

This Escrow Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.

_______________________________ _______________________

JOHN DOE Date
Biological Father

_______________________________ _______________________

JANE DOE Date
Biological Mother

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this______day of ___________________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

Escrow Agent hereby acknowledges receipt of the sum of $10,000.00 upon execution of this Escrow Agreement.

_______________________________ _______________________

NOEL P. KEANE Date
Escrow Agent

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of _________________, 19_____, by NOEL P. KEANE.

____

NOTARY PUBLIC

My commission expires: __________

HOLD HARMLESS AGREEMENT - SURROGATE

MARY SMITH, Surrogate, and MIKE SMITH, her husband, hereby agree to hold Noel P. Keane, P.C., and its associated attorneys, free and clear of any fault and/or liability and responsibility of any nature whatsoever which may result from the In Vitro/Surrogate Implantation Agreement, including but not limited to complications of conception, pregnancy, childbirth or delivery, or from the birth of an infant abnormal in any respect, or from the hereditary tendencies of such issue, or from any adverse consequences which may arise in connection with, or as a result of the in vitro implantation procedures authorized and our participation in the process of surrogate parenting.

We under no circumstances shall require that the identity of JOHN DOE and JANE DOE be divulged to us or to anyone else, and accordingly, forever waive all rights, if any, that we may have as to the identity, address, or any other information whatsoever concerning JOHN DOE and JANE DOE.

I, MARY SMITH, understand that my medical insurance coverage must be continuous during the implantation period and throughout my pregnancy. I acknowledge that I have the responsibility to immediately notify Noel P. Keane, P.C., should I have any change in my medical insurance status in order to maintain continuous insurance coverage.

It is expressly understood that the relationship between Noel P. Keane, P.C. and the doctors is that of an independent contractor and there exists no other relationship as to: (i) the in vitro fertilization and implantation procedure; (ii) the monitoring of the Surrogate's pregnancy; (iii) the birth of the child; or (iv) any other medical procedure/treatment or psychiatric evaluation/counseling of the Surrogate or of the child to which the Surrogate has given birth.

This Hold Harmless Agreement shall not be construed as an attempt by Noel P. Keane, P.C., to exonerate itself or limit its liability in the event of personal malpractice.

______________________________ ____________________

MARY SMITH
Surrogate

Date

______________________________ ____________________

MIKE SMITH
Surrogate's Husband

Date

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ______day of ________________, 19_____, by MARY SMITH and MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: __________

MEDICAL HOLD HARMLESS AGREEMENT - SURROGATE

MARY SMITH, Surrogate, and MIKE SMITH, her husband, hereby agree to hold the attending physician free and clear of any and all fault and/or liability in connection with the *in vitro* fertilization and implantation of the fertilized ovum of JOHN DOE, Biological Father, and JANE DOE, Biological Mother, into MARY SMITH. However, nothing in this release shall be construed as an attempt by the attending physician(s) to exonerate himself or otherwise limit his liability in the event of personal malpractice.

1. It is further understood that a physician can only advise the Surrogate to abstain from sexual activity. He/she cannot control or diagnose sexual relations the Surrogate may have had at or about the date(s) of her implantation. A pregnancy test may not show a pregnancy if conception has only recently occurred. An HLA paternity/maternity test will show whether JOHN DOE and JANE DOE are the biological parents; it is not in any way a guarantee that they are the biological parents of the child born to the Surrogate.

2. It is further understood that the physician cannot be professionally responsible if the Surrogate fails to keep her prenatal appointments in the event of an obstetrical problem.

______________________________ ______________________

MARY SMITH Date

Surrogate

______________________________ ______________________

MIKE SMITH Date

Surrogate's Husband

STATE OF ______________)

) SS.

COUNTY OF ______________)

The foregoing instrument was acknowledged before me this ______day of ______________, 19____, by MARY SMITH and MIKE SMITH.

____

NOTARY PUBLIC

My commission expires: ________

ACKNOWLEDGMENT OF SURROGATE'S ATTORNEY

MARY SMITH, Surrogate, and MIKE SMITH, her Husband, hereby acknowledge that they have jointly and individually discussed and sought counsel of MICHAEL JONES, Attorney at Law, on_______________________, 19_____, regarding the legal implications and contractual obligations contained within the In Vitro/Surrogate Implantation Agreement and other documents signed between the various parties to the in vitro fertilization and implantation procedures.

We acknowledge that this consultation is strictly a legal consultation and that our attorney cannot and did not give any medical instructions whatsoever. We further acknowledge that the selection of MICHAEL JONES, as our attorney was free and voluntary on our part, and that we were given the full opportunity to seek counsel from an attorney of our choice.

We affirmatively state that we fully understand our respective rights and responsiblities under the In Vitro/Surrogate Implantation Agreement and its supporting documents.

______________________________ ______________________

MARY SMITH — Date

Surrogate

______________________________ ______________________

MIKE SMITH — Date

Surrogate's Husband

I, MICHAEL JONES, Attorney at Law, acknowledge that I have counseled with MARY SMITH and MIKE SMITH regarding the legal implications and contractual obligations set forth in the In Vitro/Surrogate Implantation Agreement.

______________________________ ______________________

MICHAEL JONES — Date

Attorney at Law

HOLD HARMLESS AGREEMENT - BIOLOGICAL PARENTS

JOHN DOE, Biological Father, and JANE DOE, Biological Mother, hereby agree to hold Noel P. Keane, P.C., and its associated attorneys, free and clear of any fault and/or liability in connection with the selection of a Surrogate to participate in the in vitro fertilization and implantation process, and in carrying the child of JOHN DOE and JANE DOE, with any complications of conception, childbirth or delivery, or from the birth of an infant abnormal in any respect, or from any adverse consequences which may arise in connection with, or as a result of our participation in the process of in vitro fertilization with implantation into a surrogate.

The undersigned hereby acknowledge that the selection of MARY SMITH as their Surrogate was made without recommendation, inducement or influence by Noel P. Keane or his representatives.

It is expressly understood that Noel P. Keane, P.C. cannot and does not guarantee that the MARY SMITH, Surrogate, will become pregnant or abide by the terms of the In Vitro/Surrogate Implantation Agreement signed between herself and JOHN DOE and JANE DOE.

It is expressly understood that the relationship between Noel P. Keane, P.C. and the doctors is that of an independent contractor and there exists no other relationship as to: (i) the in vitro fertilization and implantation procedure; (ii) the monitoring of the Surrogate's pregnancy; (iii) the birth of the child; or (iv) any other medical procedure/ treatment or psychiatric evaluation/counseling of the Surrogate or of the child to which the Surrogate has given birth.

This Hold Harmless Agreement shall not be construed as an attempt by Noel P. Keane, P.C. to exonerate itself or limit its liability in the event of personal malpractice.

______________________________ ____________________
JOHN DOE Date
Biological Father

______________________________ ____________________
JANE DOE Date
Biological Mother

STATE OF ________________)
________________) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of ________________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

MEDICAL HOLD HARMLESS AGREEMENT - BIOLOGICAL PARENTS

JOHN DOE, Biological Father, and JANE DOE, Biological Mother, hereby agree to hold the attending physician free and clear of any and all fault and/or liability in connection with the *in vitro* fertilization and implantation of the fertilized ovum of JOHN DOE and JANE DOE into MARY SMITH, Surrogate. However, nothing in this release shall be construed as an attempt by the attending physician(s) to exonerate himself or otherwise limit his liability in the event of personal malpractice.

1. It is further understood that a physician can only advise the Surrogate to abstain from sexual activity. He/she cannot control or diagnose sexual relations the Surrogate may have had at or about the date(s) of her implantation. A pregnancy test may not show a pregnancy if conception has only recently occurred. An HLA paternity/maternity test will show whether JOHN DOE and JANE DOE are the biological parents; it is not in any way a guarantee that they are the biological parents of the child born to the Surrogate.

2. It is further understood that the physician cannot be professionally responsible if the Surrogate fails to keep her prenatal appointments in the event of an obstetrical problem.

______________________________ ______________________
JOHN DOE Date
Biological Father

______________________________ ______________________
JANE DOE Date
Biological Mother

STATE OF ________________)
) SS.
COUNTY OF _______________)

The foregoing instrument was acknowledged before me this _______ day of ________________, 19____, by JOHN DOE and JANE DOE.

____

NOTARY PUBLIC

My commission expires: __________

RELEASE OF MEDICAL INFORMATION

I, MARY SMITH, Surrogate, authorize the attending physician(s)[1] to release any and all information concerning my evaulation, care and/or treatment upon the request of JOHN DOE or JANE DOE, any physician designated by JOHN DOE or JANE DOE, or representatives of Noel P. Keane, P.C. This release shall specifically include, but not be limited to medical diagnosis and opinions as well as all prenatal test results.

____
MARY SMITH
Surrogate

STATE OF ________________)
) SS.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this_______day of __________________, 19____, by MARY SMITH.

____

NOTARY PUBLIC

My commission expires: _________

---

[1] "Attending physician" is defined in Paragraph 3(A) of the In Vitro/Surrogate Implantation Agreement to mean -- "a doctor for evaluation, *in vitro* fertilization or treatment of MARY SMITH relating to implantation or pregnancy."

APPENDIX 8

COPY OF SBC NEWSLETTER, VOL. 1, NO. 1

S-B-C

NEWSLETTER

FIRST EDITION
VOL. 1, NO. 1

SPRING 1988

WELCOME

We would like to welcome you to the first SBC newsletter! The response we have had to the initial letter has been wonderful, and now we're going to give you a chance to learn more about legislation, surrogate parenting programs and each other.

We hope that this newsletter as well as the SBC organization will be constructive in guiding legislators who will make decisions on surrogate parenting legislation. We wish to provide them with positive experiances and information that may help them make more balanced decisions.

We will be publishing announcements, articles on current issues that concern surrogate parenting, poems, letters and ways in which you can become more involved in the fight against banning surrogate parenting. Also, from time to time we would like to publish something from you- a personal experience, a question that perhaps someone else may be able to help with. Another important department of our newsletter involves putting surrogate mothers in touch with other surrogates. We believe the opportunity to speak to other surrogate mothers and have someone to share the experience with who understands what you have been through can be an important part of the surrogate parenting process.

Due to a lack of funding, we have experienced several setbacks in the publishing of our newsletter. Therefore we have had to combine the first two issues and have updated several articles. We hope that future funding will allow us to get this to you in a more timely fashion.

Let us introduce you to our newsletter staff:

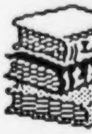
Donna Regan- Editor In Chief
Richard Regan- Asst. Editor
Shannon Boff- Publisher
Jeannine Lawler- Art Director
Cindy Custer- Staff Writer

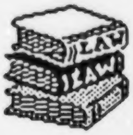
IN TOUCH

In each issue we will publish the names and addresses of those of you who would like to be contacted. If you are interested in exchanging letters with other surrogates, drop us a line and let us know. Please specify whether you would like your name, address, or phone number published.

This issue's letter is from Cindy Custer in Maryland. She is interested in starting a support group in her area and would like to hear from other surrogate mothers. You can write to her at the following address:

Cindy Custer
1550 E. Lovell Ct.
Patuxent River, MD
20670





LEGISLATION

Michigan-

In November, each of yc
received a letter asking yc
to voice your suppo
concerning a bill curent
pending here in Michigan. V
had asked you to write
Speaker of The House, Gai
Owen, at the State Capitol
Lansing. The bill, House
#4753, was introduced
Rep. Floyd Klack. We at S
believe this proposal offers
rational approach to legislati
that would continue to perr
infertile couples to utilize t
option of surrogate parentin

Our only objection to R
Klack's bill is that it contains
twenty (20) day period aft
the birth of the child in which
surrogate mother may revo
her consent. With a min
amendment to this clause, t
bill would strongly support t
concept and practice
surrogate parenting.

We would be interested
hearing from those of you w
had the opportunity to wr
on behalf of surrog
parenting.

After we here at
wrote to Mr. Owen,
received a reply t
indicates to us that he
aware of, and is consider
the full scope of, surrog
parenting legislation.
Owen's letter addressed so
of the most important iss
surrounding surrog

(cont. on page

(cont. from page 1)

parenting and leads us to believe that he will keep our views in mind when the matter comes before the full house.

If you would like a copy of Mr. Owen's reply, please send a SASE to SBC (address on page 7) and we will be happy to send you one. We are also interested in sharing with our readers any replies that you may have gotten that you would like to send.

Here in Michigan, a sub committee on surrogate parenting has been appointed. The hearings began in March and ran through April. The sub committee heard testimony once a week at the State Capital in Lansing from approximately ten surrogate mothers, as well as couples who have received children, adoption agencies and the Michigan Department of Social Services. The National Coalition Against Surrogacy also testified, along with others interested in banning surrogacy.

We believe the overall effect has been positive and we anticipate a bill that would protect this alternative and support the choice of surrogate parenting.

Now we need your help. We would like to know where legislation stands in your state. We need information on whether there are surrogate parenting bills pending at this time. In each issue, we will attempt to address where legislation stands in other states and what you can do to help. In future articles, we will also be featuring discussion of the current proposals before various states.

SUPPORT
SBC
THE CHOICE

EXTRACTED FROM DEC., 1988 RESOLVE ISSUE

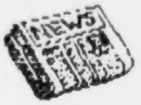
Board Establishes New Policy On Surrogating

At its annual meeting, Sept. 19-20, in Boston, the national Board of Directors reviewed results of an oppinion referendum with RESOLVE chapters concerning the use of surrogate mothers by infertile couples. As a result of this discussion, and two years of review of this issue, the Board has established the following statement on this option:

RESOLVE, INC., supports the right of infertile couples to make their own decisions in family building. RESOLVE, INC., recognizing surrogating as one option among many for family building, believes that this option should remain available to those infertile couples who find it acceptable. We urge those who consider surrogating to educate themselves throughly about all issues involved so that they can make informed decisions.

We urge infertile couples choosing this option to use their special perspective to enter into arrangements which are humane, and respectful of the rights and feelings of all th parties: the child, the surrogate, an themselves.

We recognize that legal regulation i appropriate and necessary. We urge infertil couples to stay informed about the status c the law and regulation in their own states an to follow their own consciences in evaluatin and taking individual political action on specifi legislative proposals. Overall, RESOLVE, IN opposes legislation which would prohib surrogating as an option.



IN THE NEWS

Making local headlines recently is Laur Yates of Ithaca, MI who has given up her fig for custody of the twins she bore ar relinquished them to their father and his wif the Hubers. According to reports, visitation w be allowed.

Also in the news is Ionia surrogate, Patt Nowakowski who gave birth to boy-girl twi for a MI couple. The couple then refused take custody of the boy, stating that they h only wanted a girl. Mrs. Nowakowski and h husband have removed the child from t foster home in which he was placed and plan raise him as their own.

Dawn Corder, a surrogate mother fro Belleville, MI was upset with the one-sid coverage of surrogate parenting in T DETROIT NEWS. She wrote a letter to the edit expressing her views. The letter was publish in the Weds., May 4, 1988 issue. Dawn's closi statement was in the form of a question, "Ho about asking people like me about my story joy, happiness and dreams and hopes fulfilled As a result, a reporter from that newspap will be sitting in our support group meeting Tues., May 10. The topic for the eveni happens to be- What Makes a Good Surroga We will be waiting for the outcome of th meeting.

Donna Regan, president of SBC and o newsletter editor, has been making the roun of various television and radio talk sho Recently she debated with Elizabeth Kane (M Kane is currently on a three week tour of t U.S. promoting her newly published book "Bi Mother"). Donna presented a pro-surroga pro-legislation stance. Keep up the good wo Donna!

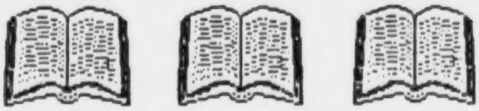
Four Detroit area surrogates: An Robichaud, Donna Regan, Karen Battjes a Shannon Boff, were interviewed by USA TOD for the Mon., Feb. 8 issue. PM MAGAZINE filme support group meeting in March. Channel News in Lansing interviewed Shannon Boff a Donna Regan to be included in a weeklo special look at surrogate parenting.

SUPPORT GROUPS

The idea of surrogate support groups is a new one. We here in Detroit who have worked with Noel Keane's agency have had the opportunity to form and attend a twice monthly support group. We feel that the chance to talk about important issues and feelings with other surrogate mothers has been very beneficial to us all. We not only find that it is a place where we can discuss the moral and legal aspects, but more importantly, we can share our experiences with other people who have gone through the process, and we have made some wonderful friendships!

Recent topics of discussion have included: Medical Care for The Surrogate, Couples and Surrogates- Telling The Children, Family Support, and Home Birth. Our feature article for this issue is on home birth. The author, Liz Warren, gave a very informative presentation to the group. We appreciate her time and effort.

If you would be interested in forming a support group in your area or would like to get in touch with another surrogate, write to us. If you already attend a support group, let us know so that we can tell others about it. Check this heading in future issues for information on new support groups and subject discussions.



THE BOOK SHELF

A SURROGATE MOTHER'S STORY
by Patricia Adair
Loiry Publishing

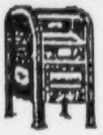
The personal story of one surrogate mother who tells how she met her couple even though she worked with an agency that was based on anonymity.

IN SEARCH OF PARENTHOOD
by Judith N. Lasker and Susan Borg
Beacon Press

This book looks at these new methods of conception- artificial insemination, invitro-fertilization, surrogate motherhood, and ovum transfer- and investigates the hope they offer as well as the difficult dilemmas and personal challenges they present. Senstitive and candid, it provides infertile couples, medical professionals and the interested public with an inside look at the world of high-tech conception.

BIRTH MOTHER
by Elizabeth Kane
Harcourt Brace Jovanovich, Publishers

The personal story of the woman who calls herself "America's first legal surrogate mother".



MAILROOM

Items under this heading will be letters t our publication that we believe are worthy o passing on to our readers. This issue's letter i from Cindy and Bruce Custer, a surrogate an her husband from Maryland. They wanted t share with us their dramatic story. Note: Cind Custer is a contributing staff writer and he column will be featured in another area of th newsletter each issue. Watch for her!

April 17,1988

On a hot, blustery day last July, I entere into a surrogate parenting agreement wit INFERTILITY ASSOCIATES INTERNATIONAL, INC, o Chevy Chase, Maryland.

I'd had some gnawing concerns about thei policy of strict anonymity, but Harrie Blankfeld, the executive director, easil convinced me that the selection of perspectiv parents was better left to professionals. Mr Blankfeld is as much a professional as I am brain surgeon. She pampers her surrogate and strokes their egos right up to the time viable pregnancy is confirmed. The promise an open exchange of letters which "adamently encouraged" between surrogat and infertile couple becomes an immediat intrusion upon the agency. "We don't want scare your couple. This letter is much too lon much too personal. We are not a clearin house. We can't force this couple to respond you. Whatever we do, it's just never going be enough."

Each inquiry made concerning the lack contact with the couple is met with comple and utter surprise. "Obviously you are distress. Are you having a problem? Perhaps you tell us what it is, we could help."

OKAY! My most pressing problem is I' being treated like a prize pig at the county fa I've been paraded around in front of an inferti audience, won the blue ribbon for conceptic and suddenly you've forgotten my name. have a strong aversion to being viewed as piece of toilet paper stuck to the bottom someone's shoe!

After 6 1/2 months of emotional agony a abuse at the hands of these surroga parenting "professionals", my husband and executed a revocation of the parental conse given to INFERTILITY ASSOCIAT INTERNATIONAL pertaining to adopti procedures. Our contract was breached whi left us no alternative but to publicize o abandonment by the agency and make a dire appeal to the natural father to claim his chi

(cont. on pg. 4)

(cont. from pg. 3)

fter all IAI had done to us, we still believed in the concept of surrogate parenting and remained eager to relinquish our parental rights to the natural father.

The infertile couple was continually advised the agency that it was unwise to meet their ogate. Forming any kind of a relationship would only cause problems in the future. What f their surrogate decided she'd like to attend the child's first birthday party, then the second, nd third? What if she was so unstable as to eep the child and a custody battle would ensue? She may bask in the glow of publicity ike Mary Beth Whitehead or Laurie Yates. Would you enjoy reading the history of your nfertility in the morning paper? Certainly anonymity must be preserved at any cost!

During the seventh and eighth month of my regnancy, Harriet Blankfeld was literally crucified by the press. I was on cloud nine knowing that my case was the straw that roke the camel's back.

Four separate complaints came to rest on the desk of the Attorney General of Maryland. They alleged instances of fraud, misrepresentation and double billing. Michael Freedman, attorney for Harriet Blankfeld, denied he or Mrs. Blankfeld had previous knowledge of aid complaints, and refused further comment. arriet Blankfeld also denies having any difficulties with their other surrogates.

A North Carolina surrogate who delivered a hild for IAI in 1986 contacted me recently with orror story that makes my emotional abuse and mental anguish pale in comparison. Another erspective surrogate phoned to tell me she ad refused to enter into her contract because t was a "standard contract" and was not negotiable. If only I'd had her wisdom.

For what I did not have in wisdom, I vercompensated for in determination, persistance, and a desire to place my child with his natural father. Many selfless individuals ffered help along the way. I could never eplace the caring support and friendship I received from Donna Regan. Herb Brail and Noel eane provided me with legal guidance and ssistance above the call of thier concern to protect surrogate parenting as a viable option for infertile couples. My ability to contact them or advice at any time provided me a sense of rofound security. Hilary Hanafin, a psychologist at The CENTER FOR SURROGATE PARENTING in Beverly Hills, CA donated nmeasurable assistance by counseling the parties involved by phone. The positive result of my surrogate experiance is directly ttributable to Donna, Herb, Noel, and Hilary. Words cannot express our gratitude.

In two days, I will deliver this child by ection. Last week, my husband and I met on the child's new parents. They are affectionate and loving people; undoubtably able to provide a secure future for the child as his parents. We could not have been more mpressed or relieved.

Nine months of pain caused by secrecy, lies, and deception. Nine months of unnecessary anguish caused by a manipulative, unfeelin woman who believes in preserving anonymit at any cost. By the couple never meeting wit their surrogate, this agency is allowed to rea the benefits many times over. It's called playin God. Who could question lack of contact? Wh could verify double billing?

Our couple nearly lost their child to private adoption. Is anonymity worth the cost? Harriet Blankfeld's peers in the field surrogate parenting don't believe it is. Mos importantly, our couple didn't believe it was.

By the end of the evening, we were huggin our couple. We were grateful to have met an shared an evening together. Nothing coul have made this experiance richer than th positive feelings we now have for our coupl and their child.

A personal thank you to everyone wh gave us support and encouragement throug such difficult times.

Cindy and Bruce Custer

Note: On April 19, Cindy gave birth to a bab boy. Thanks to the help of caring people wh donated transportation expenses, Donna Rega was able to be with Cindy for a few days afte the birth. Cindy did not, however, get to han the baby to his parents. She does not kno their names or where they are from. Th transfer of custody was made through lawyer the couple hired and took place on th side of the road. Cindy signed consent forms the hood of his car. We believe that Cind Custer is an incredible lady to have endured that she has and still support the choice surrogate parenting.

IN UPCOMING ISSUES

IN-VITRO FERTILIZATION
AND EMBRYO IMPLANT

SURROGATE CONTRACTS

THE SURROGATE FEE

FAMILY SUPPORT

THE BABY MACHINE
by Diana Frank

AND MORE

If you have a question or comment on any of these topics, or if you are interested in hearing about something else- write to us.

BIRTH ANNOUNCEMENTS

Deanna Montgomery and her family would like to announce that Jason Phillip arrived on Sept. 30, 1987. He weighed 8 lb., 1 oz. and was 22" long. David and Judy are the proud parents. Congrats!

Robin Smith and her family of Detroit, MI are proud to announce the birth of Rachel Robin on Oct. 12, 1987. She weighed 7 lb., 2 oz. and was 21" long. Her parents, Shirley and Steve are overjoyed.

Jeannine Lawler and her family are pleased to present Julian. Born Oct. 24, 1987, he weighed 6 lb., 8 oz. and was 20" long. His parents Chantelle and Patrick took him home to Paris, France. Bon Voyage and best wishes!

Liz Warren brought Helen Cara into the world at her home in Lansing, MI on Nov. 13, 1987. She weighed 6 lb., 6 oz. and her New York parents are tickled pink!

Dawn Corder and her family would like to announce the birth of Kyle Michael. He measured 20 1/2" long and weighed 6 lb., 15 oz.. His sister Lindsey and parents Mike and JoAnne welcomed him into the world on Nov. 14, 1987.

Peggy Pressler and her family would like to announce the arrival of Starky Thomas on Mar., 29 1988 in Canton, Ohio. He weighed 8 lbs., 2 oz. and was 20 1/4" long. His parents, Sally and Everett, assisted in the delivery. He is the second child Peggy has carried for them; his brother, Adam, was born on July 1, 1985.

Cindy & Bruce Custer and their family are very pleased to announce the birth of a 9 lb., 2 oz. baby boy! He was 22" long and made his entrance on April 19, 1988. We wish his parents all the best.

Laura and Jerry from London, Ontario would like to share the birth of Ron with you. He was born in May on Friday the 13th, 1988. He weighed 7 lbs., 13 oz. and was 22" long. His Canadian parents were present at the birth. Laura is the first Canadian surrogate for a Canadian couple.

Usually, when a surrogate gives birth there are no birth announcements. We wanted to give you a place to share the special event and allow others to celebrate with you. If you have given birth within the last 6 months, please send us your announcement.

POETRY

WAITING TO BEGIN AGAIN

She has a bud inside her closed so tightly
it can never open, though there is room enou
round and soft, for it to grow.
Sometimes she feels how it has become
sharp and brittle with age.
How it pierces her until she is certain
she is by herself in an endless desert,
her mouth agape, filling with sand.
She remembers when she was full of so many
red, fertile blossoms she couldn't count.
Every month, surely one single one
would uncurl its tiny roots in her?
But she would open her eyes in the cool
morning air
to find it there, between her legs.
She tries to be patient but she has
these long, beautiful arms waiting
to wrap around the child who will be like her
own,
who will dance with her in the luscious garde
crushing the dead leaves.

By- Robin Sm

KAVERI
born 1-7-85

I am keeping you
for someone else
a gift, you might say.
I can feel you growing
less than half a year more
and I will be left
with nothing.
Or will I?
The joy of giving
something forever,
something to last,
a child.
You will grow
knowing them, not me.
They are your people
but I will know
where you came from
and wonder maybe
where you are.
I give you back
but hold you
in my heart forever.

By- Shannon Boff

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S-B-C

NEWSLETTER

FIRST EDITION
VOL. 1, NO. 1

SPRING 1988

WELCOME

We would like to welcome you to the first SBC newsletter! The response we have had to the initial letter has been wonderful, and now we're going to give you a chance to learn more about legislation, surrogate parenting programs and each other.

We hope that this newsletter as well as the SBC organization will be constructive in guiding legislators who will make decisions on surrogate parenting legislation. We wish to provide them with positive experiances and information that may help them make more balanced decisions.

We will be publishing announcements, articles on current issues that concern surrogate parenting, poems, letters and ways in which you can become more involved in the fight against banning surrogate parenting. Also, from time to time we would like to publish something from you- a personal experience, a question that perhaps someone else may be able to help with. Another important department of our newsletter involves putting surrogate mothers in touch with other surrogates. We believe the opportunity to speak to other surrogate mothers and have someone to share the experience with who understands what you have been through can be an important part of the surrogate parenting process.

Due to a lack of funding, we have experienced several setbacks in the publishing of our newsletter. Therefore we have had to combine the first two issues and have updated several articles. We hope that future funding will allow us to get this to you in a more timely fashion.

Let us introduce you to our newsletter staff:

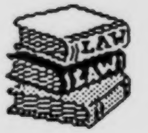
Donna Regan- Editor In Chief
Richard Regan- Asst. Editor
Shannon Boff- Publisher
Jeannine Lawler- Art Director
Cindy Custer- Staff Writer

IN TOUCH

In each issue we will publish the names and addresses of those of you who would like to be contacted. If you are interested in exchanging letters with other surrogates, drop us a line and let us know. Please specify whether you would like your name, address, or phone number published.

This issue's letter is from Cindy Custer in Maryland. She is interested in starting a support group in her area and would like to hear from other surrogate mothers. You can write to her at the following address:

Cindy Custer
1550 E. Lovell Ct.
Patuxent River, MD
20670



LEGISLATION

Michigan-

In November, each of yo received a letter asking yo to voice your suppor concerning a bill curentl pending here in Michigan. W had asked you to write t Speaker of The House, Gar Owen, at the State Capitol i Lansing. The bill, House Bi #4753, was introduced b Rep. Floyd Klack. We at SB believe this proposal offers rational approach to legislatio that would continue to permi infertile couples to utilize th option of surrogate parenting.

Our only objection to Re Klack's bill is that it contains twenty (20) day period afte the birth of the child in which surrogate mother may revok her consent. With a min amendment to this clause, th bill would strongly support th concept and practice surrogate parenting.

We would be interested hearing from those of you wh had the opportunity to writ on behalf of surroga parenting.

After we here at SB wrote to Mr. Owen, w received a reply th indicates to us that he aware of, and is considerin the full scope of, surroga parenting legislation. Owen's letter addressed som of the most important issu surrounding surroga

(cont. on page

BULLETIN BOARD

This is your page. If you have advice on how to deal with anti-surrogacy comments, tips c coping with the discomforts of pregnancy, ideas or information about anything relating t surrogate parenting, pregnancy or infertility- we want to hear from you. That little something th helped you might be just what someone else is looking for.

AFTER THE BIRTH HERBAL BATH

This herbal bath is highly recommended for every woman following childbirth. The garlic and sea salt make the bath solution aseptic. Uva Ursi is a specific for healing a woman's reproductive organs. Comfrey contains alantoin, which causes the edges of wounds to grow together. It is very healing and soothing. Shepards purse is excellent for preventing and controlling excessive bleeding. These ingrediants can be found in most health food stores.

1 OZ UVA URSI
1-2 OZS COMFREY
1/2-1 OZ SHEPARDS PURSE
1 LARGE BULB GARLIC
1/4 C SEA SALT

Simmer the first 3 ingrediants and let set for awhile before straining. Place in large container. Whiz garlic in blender, add garlic and sea salt to strained mixture. Cover, label and set aside. Add to very warm bath water when needed.

NOTE FROM THE PUBLISHER:
I gave birth to my daughter, Kaitlyn, at home last summer. When my midwife suggested this herbal bath immediately after the birth, I thought she was crazy! After soaking in the tub full of greenish water (which smelled like Italian food without the pasta) and even sharing the bath with my newborn, I had to agree that it was wonderful. My daughter's cord fell off after only three days and I had very little discomfort. It really works!

KIWI FRUIT FLOAT

Celebrate Springtime with this creamy taste of the tropics.

1 12 OZ CAN PINA COLADA MIX
2 KIWI FRUIT- PEELED AND CUT UP
1 BANANA- CUT UP
3 DROPS GREEN FOOD COLORING (OPT.)
VANILLA ICE CREAM
2 12 OZ CANS CHILLED GINGER ALE

In blender or food processor comb. first 4 ingrediants. Cover and blend 1-2 mins. or 'til smooth. Pour into 1 qt. pitcher or jar; cover and freeze for one hour.

Pour 1/4 cup kiwi mixture into a 6 oz. glass, top with a scoop of ice cream and fill with ginger ale. Serve immediately, stir gently before drinking.

Makes 8- 6 oz servings.
(for a variation- substitute your own choice of fruit such as strawberries or pineapple.)

CITRUS BEER PUNCH

Although citrus fruit and beer sounds like an odd combo, this recipe is a really refreshing blend of sweet and tart.

3 LEMONS OR 1 C LEMON JUICE
1 C SUGAR
1 C WATER
1/2 C GRAPEFRUIT JUICE
1 12 OZ CAN LIGHT BEER
CRACKED ICE
LEMON SLICES (OPT.)

Remove peel from lemons, set aside. Juice lemons (or sub. 1 C lemon juice). In large saucepan, stir together sugar and water. Bring to boiling, add lemon peel. Remove from he cover, let stand 5 mi Remove peel and discard. A juices to sugar mixture, po into 2 qt. pitcher. Cover a chill.

To serve- add beer; po over cracked ice and garni with lemon slices.

Makes about 4- 8 servings.

WATCH FOR-

TIPS
SUGGESTIONS

ADVICE
INFORMATION

IDEAS
HELPFUL HINTS

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A CLOSEUP LOOK AT- HOMEBIRTH

As a woman who has had both a home birth and a hospital birth, and as a nurse who works in obstetrics, I have picked up a bias against hospital births and chosen home birth as a better option for me. But the most important thing is not what you choose, but that you know that you do have a choice. Just because the medical establishment doesn't talk about it doesn't mean that home birth isn't alive and well and a very nice option for many people. You should read about it and talk about it and make an informed decision that is best for you.

—Liz Warren

The question most often asked about home birth is, "Is it as safe as hospital birth?" The medical establishment would have you believe not. But many studies have shown that when prenatal care is given by a skilled birth attendent, and high-risk deliveries are referred to a specially-trained physician, it is safer than a hospital birth for normal, usual deliveries. In the Netherlands (a country which has the second lowest infant mortality rate in the world- much better than the U.S.), more than 1/3 of all deliveries take place at home with a trained midwife.

Let's take a look at the advantages of home births:

1) CONTROL- This is often the most important factor to people seeking a home birth. Home births are usually attended by trained midwives who talk with you ahead of time about how you would like things to go, who you would like to be present, etc. *You* always have the final say about what will be done, including the decision to change your mind and go to the hospital. The midwife will tell you what the advantages and disadvantages are for each decision you may make, but in the end, you decide. (This means taking responsibility for the decision and outcome, too.)

2) COMFORTABLE SURROUNDINGS- You are at home. You can relax on the sofa, curl up on your own bed, use your own bathroom. You can control the lighting, temperature, your clothing (or lack of), your friends and family can be around if you desire.

3) LACK OF ANY "ROUTINE" MEASURES- Other than the very basic things required for your safety (listening to the baby's heartbeat regularly, checking your blood pressure, etc.) there is nothing "routine" about home birth. You are not subjected to those hospital routines which often include shave preps, enemas, IV's, fetal monitors, bedrest if your water has broken. Hospitals also routinely refuse to let you eat or drink, which necessitates an IV. At home, you are encouraged to take plenty of fluids, and to eat if you feel like it in early labor so as to keep your strength up. The reasons hospitals give for all these routine procedures all come down to one thing: being prepared for an emergency. The shave is so it's easier to put stitches in (maybe we should all shave our entire bodies in case we should need stitches from a car accident or cut). The IV's are to hydrate you because you are not allowed to eat or drink, and in case emergency drug or blood administration becomes necessary. (Again, if someone comes in to an E.R. after a car accident, they seem to manage to find the time to put an IV in at the point that it becomes necessary. We don't all run around with IV needles in our arms just in case.) The monitors are to closely observe the baby's heartbeat in case there is a problem. But what often happens is that you are confined to bed, on your back; which is the worst possible position for the baby and is apt to cause a change in heartbeat, which then opens you up to a possible c-section or forceps delivery. If you had been allowed to be up and walking or squatting or moving around, it wouldn't have changed in the first place. Monitors are also very much for legal protection, which means that if the slightest thing shows an indication that the baby is being stressed, the doctors and the hospital are obligated to act on that. This means that the intervention rate is very high, because fetal monitoring has a lot of "false positives". That means that a lot of the time, when it looks like something is wrong, it's just the way that your baby is responding to labor.

4) POSITION- At home, you can labor in any position you feel like. For the actual birthing, most midwives are very comfortable with deliveries in squatting, sidelying, or kneeling positions. There are no stirrups at home (which are just for the convenience of the doctor, not in any way the best thing for your baby or you).

5) EPISIOTOMY- Episiotomies are done routinely by most doctors. If you ask your doctor if s/he routinely does them, s/he will probably say that they wait to see if they are necessary. If you inquire further about the actual percentage of patients on whom they are necessary, the figure will probably be above 90%. This figure is reversed with many midwives, with usually over 90% of their attended births needing no episiotomy. Our bodies are made miraculously. Do you imagine that with all the wonderful and intricate ways our bodies work, that there would be a major oversight of a too-small vagina to give birth to our babies? It's true when a doctor tells you that most women would tear. They would, if they are up in stirrups with that skin stretched tightly apart, pushing against gravity so that the baby's head is trying to come through the perineum instead of out the vagina. Position and patience and the support of skilled hands makes episiotomy unnecessary routinely.

6) VBAC'S- (Vaginal Birth After Cesarean) are often considered no-no's by the medical establishment. A few hospitals will allow them but they are considered "high-risk", which

(cont. on page 8)

(cont. from pg. 7)

subjects you to all the routine measures that leave you without control (IV's, monitors, etc.). Statistics show that birth after cesarean is no more risky than any other birth. Our country is one of only a very few where "once a cesarean, always a cesarean" is the rule. Because most hospitals and doctors won't attempt a VBAC, home birth is often the only way women who have had previous c-sections can exercise a choice to try a vaginal delivery.

7) BEING WITH YOUR BABY- At home, you see your baby the minute s/he is born, and you have as much contact as you want from that moment forward. When the midwife examines her/him, that takes place in front of you and if emergency resuscitation is necessary, you can see exactly what is going on. At the hospital, the baby is often whisked away if an emergency occurs. The nurses and doctors have routines they have to follow after birth and that means you may not be able to hold or nurse the baby much shortly after birth. Most hospitals require that a newborn be kept in the nursery for several hours for "observation" and to keep them warm. At home, you can keep your own baby warm against your skin and observe her/him yourself, with the midwife available, of course.

Now for some of the disadvantages of a home birth:

1) NO PAIN MEDICATION- While many women feel this is an advantage, there are some who would like the option to choose drugs or anesthesia. You need to go to the hospital if you anticipate desiring that option; or, if you choose that during labor, you will have to leave home and go to the hospital.

2) NO INSURANCE COVERAGE- Most insurance companies will not cover home deliveries by midwives. This means that you or your couple must pick up the extra expense. It varies from midwife to midwife; mine charges $750-$1000, which includes prenatal care, the birth, and home visits afterward to check on you and the baby.

3) LACK OF MEDICAL BACK-UP- Because of the high malpractice rate today, most physicians will not provide medical back-up to midwives or nurse-midwives. If you choose home birth, you need to be aware of what medical back-up is possible with your midwife in the case of an emergency transfer to the hospital. You also need to know that if your midwife doesn't have an arrangement with a physician she works with, you will not have a choice about the physician that is assigned to you in the event of an emergency. This does not mean that a midwife cannot safely handle an emergency until you can be transported to the hospital; it just means you won't know the doctor who will be caring for you and/or your baby ahead of time. Most midwives have had training in emergency resusitation of infants and mothers, and dealing with obstetrical emergencies. You need to ask your midwife about her specific training and the history of emergencies she has handled.

For more information on home birth look for th following books and check your local library.

HEART & HANDS
A MIDWIVE'S GUIDE TO PREGNANCY & BIRTH
by Elizabeth Davis
Celestial Arts, publisher

SPECIAL DELIVERY
BY Rahima Baldwin
Cesetial Arts, publisher

Or you may contact the following organization

NAPSAC
P.O. BOX 267
MARBLE HILL, MO 63764

in Canada contact:

MIDWIVES ASSOCIATION OF CANADA
2043 FERNDALE
VANCOUVER, BC CANADA V5L 1YC

FROM THE STAFF-

We would like to express our appreciati to everyone who contributed to our fir edition of the SBC newsletter and invite o readers to help us make future editions tl best they can be. If you have : announcement, comment or question, something else you would like to see included the summer edition, let us know by June 1st publication is scheduled for the middle of July.

We here at SBC would also like to tha those of you who have returned yc application and membership fee for 1988. If y have not yet returned them, we have enclos an extra for your convenience. Please fill it c as soon as possible and send it to us at t address below. If you know of anyone w may be interested in SBC, please pass t application along. Extra copies are availal upon request.

For those of you who would like futı issues of SBC newsletters but do not wish become a member, they can be obtained at ı cost of $1.00 per issue. Back issues will made available at $2.00 per issue.

SURROGATES BY CHOICE
P.O. BOX 05257
DETROIT, MI 48205

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TESTIMONY OF THE NATIONAL COMMITTEE FOR ADOPTION
BEFORE THE
SUBCOMMITTEE ON TRANSPORTATION, TOURISM AND HAZARDOUS MATERIALS
ON THE ISSUE OF "SURROGATE PARENTING"
OCTOBER 15, 1987

TESTIMONY OF THE NATIONAL COMMITTEE FOR ADOPTION

Presented by William L. Pierce, Ph.D., President

My name is William Pierce and I am President of the National Committee For Adoption. First, I wish to thank the Subcommittee for inviting me to testify here today and to specifically commend you, Mr. Chairman, for having the foresight to introduce H.R. 2433, a bill that would outlaw most so-called surrogacy in the United States.

The National Committee For Adoption became the first national organization to officially oppose surrogate parent arrangements in 1984. I welcome the opportunity today to explain why we believe that H.R. 2433, or some version of it, is so necessary. But first I will spend a few minutes focused on two of the many issues concerning surrogacy that have led our organization to oppose the practice. A more complete discussion of the key reasons that we oppose surrogacy can be found in two items that we have submitted for the record: the lead article from the January-February issue of one of our publications National Adoption Reports and a copy of the "friend of the court" brief that we filed in the Baby M case.

The two issues that I wish to discuss today are the impact of surrogate parenting on the various children involved and the role, or lack thereof, of the surrogate parenting industry in meeting the needs of infertile couples. I will not talk about how surrogacy exploits women, since other witnesses will do so, other than to note that surrogate parenting at its logical end must involve an Orwellian willingness to send police to mothers' homes to take away their babies.

Nor will I dwell on the misguided notions that single persons and couples have a constitutional right to obtain a baby or that the controversial decision in Roe v. Wade gives women the right to sell their babies. I will only quickly offer this quote from well known Constitutional law expert Lawrence Tribe of Harvard Law School: the Baby M decision "turns Roe v. Wade inside out. Roe v. Wade rests on the very special relationship a woman has with what is growing inside her. To extrapolate from that...that women have a right to sell themselves in what amounts to a kind of incubatory servitude seems to me to completely misunderstand the rationale of Roe v. Wade."

I know that others testifying today will discuss many of these issues in greater depth. Thus, we would like to talk about what surrogacy means to the welfare of the children involved.

Surrogate parenting, based as it is upon money and contract, reduces children to the level of commodity. The message that children who are the objects of these contracts receive is that their birthmother conceived them or carried them nine months precisely because they planned to give them up in exchange for money.

This is quite different than the message that adopted children grow up with -- that their birthmother chose adoption for them because she believed that this was best for the child. We've had the opportunity to talk to a few people, now adults, who were sold as infants in black market adoptions. Each of them describes learning that they were the object of bargaining, a "money deal" of some sort, as traumatic.

Research has shown us that adoption works for children because it is a plan made out of love by a pregnant woman in crisis. We have serious questions about the effects on children of these surrogacy plans that are based largely on financial considerations.

There are also the other children of the biological mother to consider. Most of the surrogate parenting brokers profess to only hire women as surrogates who have already had children. These women, according to the entrepreneurs, will be more knowledgeable about the emotions of childbirth and thus more readily able to part with a subsequent baby once it is born. This strikes us as a callous disregard of the best interests of the other children of the "surrogate mother." Child development research tells us that it is unrealistic to expect a 5-year-old child, or a 10-year-old, to understand why a sister or brother was traded by his mother for $10,000. They are unable to comprehend the arrangement, like adults might.

Surrogate parenting is put forth as both inevitable and a necessity because it is the only way to answer the dreams of the many people -- both singles and infertile couples -- unable to biologically have children. But the reality is that these dreams are not fulfilled by the surrogacy industry. If surrogacy appropriately fulfilled those dreams, we would be leading the charge to legalize surrogacy and our member agencies would be anxious to be the ones to set up the "deals," because our largest active constituency is infertile couples. But the couples we know are not interested in this solution to infertility. The reason is that children are hurt when their history is one of the marketplace and hurting children is not what infertile couples seek.

The fact is that if we as a society were truly concerned about the plight of infertile couples we would not be talking about creating a legal industry to commission the production of several hundred new babies every year. Rather, we would be examining and making available remedies to make adoption available to more would-be-parents.

At a time when approximately half-a-million teenagers give birth each year -- we are not counting older women or the numbers who become pregnant and abort -- promoting adoption strikes us as not only beneficial to infertile couples and in the best interest of the children but also as necessary to meet our responsibility to these half-million teenagers.

Let us quickly look at a prediction of what would happen, in both financial and human terms, if we dedicated adequate resources to the provision of adoption-related services. Today, less than 5% of the 500,000 teenagers who give birth each year decide on adoption for their baby. This is not really surprising; one Federally-supported research study in Illinois estimated that 40% of the time adoption is not even mentioned in the counseling that these young women receive. So what might happen if we provided more adequate resources and services? This same research data suggest that as many as 30% of pregnant unmarried teens would choose adoption if counseling and other services are provided properly. Thus, if adequate adoption and maternity services were available to *all* 500,000 of these teenagers we could see as many as 125,000 more newborn infants available for adoption every year. Note that this also means 125,000 adolescent women would be given the opportunity to avoid the tragic life script that too early child rearing all too often involves. And what would this mean financially? A 1986 report by the Center for Population Options, *Estimates of Public Costs for Teenage Childbearing: A Review of Recent Studies and Estimates of 1985 Public Costs*, reports that one in four teenagers who give birth can be expected to end up on welfare. This report also says that a family on AFDC begun by a teenaged mother will cost taxpayers nearly $38,000 over a period of 20 years just for AFDC, Medicaid and food stamp costs. Thus, we can expect 125,000 of the adolescents that give birth each year to receive welfare at a taxpayer cost of $4.8 billion over 20 years or $238 million per year. However, if 30% of these 125,000 teenagers chose adoption instead of welfare, the annual savings to the taxpayer would be $71 million per year -- certainly more than enough to provide the Federal funding share of adequate adoption and maternity care services nationwide. Of course we know this 30% figure is no magic number -- perhaps more, perhaps less teenaged mothers would choose adoption. But certainly the scenario that I have just presented, based on Federally-funded research, shows the benefits to adolescents and infertile couples, as well as to the taxpayer, that a national commitment to promote and provide adoption and related maternity services could bring. This is why we find it so ludicrous when opponents talk about fostering a new industry to produce perhaps several hundred new babies a year for couples who can afford to pay the

$25,000 to $30,000 cost of surrogate parenting asked for by middlemen and women.

A few hundred babies are, of course, not the real targets for the lawyers and other placement entrepreneurs -- they really want to cash in on all crisis pregnancies. That's what was behind pro-surrogacy language in two American Bar Association "model acts."

I would quickly like to add that we strongly feel that some version of H.R. 2433 needs to be passed. Our concern is that if it is left wholly to the states this issue will remain unsettled for at least a decade. That's plenty of time for more Baby M disasters, or "Baby 'M & M'" disasters, as Mr. Keane has termed the tragedy of Mrs. Yates and her two children on the CBS television's 60 Minutes.

Unfortunately, there are not enough state legislators like Arthur Morrel or John Ray, who you have already heard from today, who are willing to tackle this issue head on. In some states, I predict that the surrogacy industry and its lobbyists will succeed in influencing the legislators and governors to legalize this seedy business. They almost did it this year in Arkansas but, thank goodness, Governor Clinton vetoed their bill. Thus, without federal legislation the result will be a hodgepodge of state laws and regulations leading to a situation where couples and individuals with sufficient money will flock to the state or states which have legalized surrogacy "deals." Simply look at the fact that prostitution is legal in Nevada, and the attraction that that state has become for individuals interested in certain activities. We need action at both the federal and state levels to stamp out this exploitative "industry" before it claims any more victims.

AMA HOUSE OF DELEGATES 1983

REPORT ADOPTED FROM THE AMA JUDICIAL COUNCIL

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C. SURROGATE MOTHERS
(Reference Committee on Amendments to Constitution and Bylaws, page 305)

HOUSE ACTION: ADOPTED

An opinion of the Judicial Council on the subject of "surrogate mother" arrangements was presented to the House of Delegates in Judicial Council Report B (I-82). The House referred Report B back to the Judicial Council. The House also requested that the Board of Trustees study the subject and report to the House.

The Judicial Council has carefully reviewed the information developed by the Board's Committee on Medicolegal Problems on the legal risks of physician involvement in surrogate parenting arrangements, as well as the article "Parenthood by Proxy," by the former AMA General Counsel, which appeared in JAMA on April 22-29, 1983. The Judicial Council has also carefully considered the excellent statement of the American College of Obstetricians and Gynecologists on ethical issues in surrogate motherhood. The Council noted the press reports in 1983 of an unfortunate incident in which a "surrogate mother" gave birth to a microcephalic child who was not the offspring of the semen donor. The Judicial Council is very much concerned about the potential legal and ethical jeopardy that physicians who participate in such arrangements face. When all considerations are brought together, these arrangements do not appear to serve societal interests.

Having received the considered views and comments of members of its panel of consultants, the Judicial Council has given additional consideration to the subject and has concluded that what have been described as "surrogate mother" arrangements do not provide a satisfactory reproductive alternative. The Judicial Council presents its opinion to the House of Delegates for information.

SURROGATE MOTHERS. "Surrogate" motherhood is an arrangement which involves the artificial insemination of a woman who agrees to give the child thus conceived for adoption by the man providing the semen and, usually, his infertile wife. The arrangement involves the services of an attorney who attends to the legal phases of the transaction, a physician who will perform or arrange for the medical services that may be required, and the person or persons seeking a child for adoption. The services of a woman who will enter into a contract for providing the services of bearing a child and delivering the child for adoption are sought. The contract customarily provides compensation for costs of the medical services and for living expenses of the surrogate mother during pregnancy, as well as for discomfort or inconvenience.

The Judicial Council is concerned about the ethical, social and legal problems that may arise in an arrangement in which a woman agrees to become pregnant through artificial insemination, to carry to term and to give the child thus conceived to other persons to serve as adoptive parents. The welfare of the child should be a foremost consideration. In ordinary adoption proceedings an appropriate agency usually investigates prospective adoptive parents to determine their fitness as parents. This precaution is not always present in surrogate motherhood arrangements.

The Judicial Council is also concerned that, if there is a subsequent birth of a defective child, a situation may arise in which prospective adoptive parents and the woman who gave birth to the child may not want to or will be unable to assume the responsibilities of parenthood.

Many other ethical, social and morally difficult situations can be envisioned. For example, the woman who has contracted to bear the child may decide to have an abortion or to refuse to give the child up for adoption. Another consideration which may be overlooked is the psychological impairment that may occur in a woman who deliberately conceives with the intention of bearing a child which she will give up.

The Judicial Council believes that surrogate motherhood presents many ethical, legal, psychological, societal and financial concerns and does not represent a satisfactory reproductive alternative for people who wish to become parents.

(11) REPORT C OF JUDICIAL COUNCIL
SURROGATE MOTHERS

RECOMMENDATION:

Mr. Speaker, your Reference Committee recommends that Report C of the Judicial Council be adopted. (see page 127)

Report C of the Judicial Council presents an opinion of the Judicial Council on Surrogate Mothers. The opinion describes the surrogate mother arrangement, identifies the various problems associated with such arrangements and concludes that surrogate motherhood does not represent a satisfactory reproductive alternative for people who wish to become parents. Your Reference Committee heard testimony in opposition to that conclusion. However, the Judicial Council advises that extensive study in conjunction with the Judicial Council's panel of consultants and further conference with the American College of Obstetricians and Gynecologists had produced no objection to the Judicial Council's opinion. Accordingly, your Refer-

APPENDIX 9

COMMERCIALIZED CHILDBEARING FACT SHEET BY THE FOUNDATION ON ECONOMIC TRENDS

FOUNDATION ON ECONOMIC TRENDS
1130 17th Street, NW, Suite 630, Washington, DC 20036 (202) 466-2823

COMMERCIALIZED CHILDBEARING FACT SHEET

BACKGROUND

Over the past decade, commercialized childbearing has emerged as a new industry based on alternative means of human reproduction. Under contractual agreements, hundreds of women have, for a fee, carried children to term for customers who can afford the price. Rather than granting a woman control over her body, these arrangements transfer control of a woman's body to brokers and clients. In fact, the contracts illegally extinguish a mother's parental rights before her child is even conceived. When the child is born, custody is determined according to the contract, not according to the best interests of the child.

EXPLOITATION OF WOMEN

Physical-- Surrogacy contracts routinely require prospective mothers to submit to hormone injections, amniocentesis, and an array of genetic probes and tests at the discretion of the client. The agreements often stipulate that the mother agree to abort the fetus on demand if and when the client desires to terminate the "service." These contracts also contain written provisions which make the mother liable for all "risks," including death. Indeed one woman involved in a surrogacy agreement died in her eighth month of pregnancy due to a congenital heart condition known to the broker. Women who sign surrogacy agreements are treated not as mothers but as "alternative reproduction vehicles."

Emotional-- As a mother experiences pregnancy and birth, she often develops a deep bond with her child. Yet surrogacy contracts cause great emotional pain by explicitly and implicitly forbidding mothers from forming parent-child relationships. Many surrogate mothers have recently experienced the traumas of adoption or abortion, and the surrogacy brokers exploit their desire to give "the gift of life." Moreover, the mother is not the only one to suffer emotionally - the brothers and sisters of the baby cannot understand why their sibling was given away for money. One woman reports that her daughter underwent counselling for a year after the birth of her sister pursuant to a contract.

Economic-- The physical and emotional exploitation of women resulting from the commercialization of childbearing disproportionately affects economically disenfranchised women. These women, overwhelmed by immediate or impending economic hardships, comprise the great majority of women who enter into surrogacy agreements. They most often do not have independent legal advice and do not fully realize the risks of physical and emotional harm that may result from carrying out the arrangement. In return for their servitude, mothers who sign surrogacy contracts are generally paid $10,000, or about $1.50 an hour for nine months. This payment is made only after the baby, the "product," is delivered to the customer. The mother often receives only $1,000 if the baby is stillborn. Recently, surrogacy businessman have predicted that they will be able to recruit poor women in this country and third world countries for a fraction of the current rate.

EFFECT ON THE CHILD

The ultimate victim of surrogacy is the child. How will the child feel as he grows up, knowing that his life is the product of a commercial transaction? To his natural mother, he was the means to an emotional or financial end. To his adoptive parents, he was the means to achieve their familial needs. At no point is the child treated as an end in himself. The child's entire reason for existence is the satisfaction of the contracting parties. Unlike adoption, which resolves a crisis with the best interests of the child in mind, surrogacy creates a crisis with the child's interests coming last.

CONCLUSION

Surrogacy is baby-selling pure and simple. As such, the practice potentially violates a plethora of state laws. While family and adoption law rightly belongs to the states, federal legislation is needed to halt the interstate commerce in commercialized childbearing. Just as the Organ Transplant Act (1984) eliminated the sale of livers and kidneys through interstate commerce, yet left state organ donor law untouched, the Commercialized Childbearing Act of 1988 will effectively eliminate the sale of children through contracts while leaving state family and adoption law untouched. To this end, Representative Luken has introduced H.R. 2433 in the House, and legislation is needed in the Senate.

A BILL

To amend title 42, United States Code, to bar enforcement of commercialized childbearing arrangements and to prohibit solicitation or acceptance of any payment for brokering such arrangements.

Be it enacted by the Senate and the House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE

This Act may be cited as the "Commercialized Childbearing Act of 1988."

SEC. 2. TITLE 42 AMENDMENT.

(A) IN GENERAL. -- Chapter 6A of title 42, United States Code, is amended by inserting the following immediately after section 274e:

"§274f. Commercialized Childbearing

"(a) Definitions

"As used in this section --

"(1) the term, 'interstate commerce' has the meaning prescribed for it by section 321(b) of Title 21; and

"(2) the term 'commercialized childbearing' means any arrangement made before the birth of the child in question, which results in a woman, in return for money or other valuable consideration, (A) becoming pregnant, and (B) relinquishing all or part of her parental rights to any resulting child.

"(b) Invalidation

"Any commercialized childbearing arrangement that affects interstate commerce is hereby declared to be contrary to public policy and invalid. Accordingly, no such commercialized childbearing arrangement shall be enforceable in law or in equity.

"(c) Prohibition against brokering

"It shall be unlawful for any person to solicit or accept any payment for brokering any commercialized childbearing arrangement that affects interstate commerce.

"(d) Criminal penalties for brokering

"Any person who violates subsection (c) of this section shall be fined not more than $50,000 or imprisoned not more than five years, or both.".

(b) CLERICAL AMENDMENT. -- The table of sections at the beginning of Chapter 6A of title 42, United States Code, is amended by adding the following new item at the end of Part H of Subchapter II:

"§274f. Commercialized childbearing.".

I

100TH CONGRESS
1ST SESSION

H. R. 2433

To amend title 18, United States Code, to prohibit certain arrangements commonly called surrogate motherhood, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MAY 14, 1987

Mr. THOMAS A. LUKEN introduced the following bill; which was referred jointly to the Committees on Energy and Commerce and the Judiciary

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I

A BILL

To amend title 18, United States Code, to prohibit certain arrangements commonly called surrogate motherhood, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Surrogacy Arrangements Act of 1987".

SEC. 2. TITLE 18 AMENDMENT.

(a) IN GENERAL.—Chapter 89 of title 18, United States Code, is amended by adding at the end the following:

"§1822. Surrogacy arrangements

"(a) Whoever on a commercial basis knowingly makes, engages in, or brokers a surrogacy arrangement, or attempts to do so, shall be fined under this title or imprisoned not more than two years, or both.

"(b) As used in this section—

"(1) the term 'surrogacy arrangement' means any arrangement in which a woman agrees to carry to term a pregnancy that has not been initiated at the time the arrangement is made, with the expectation that parental rights to that child will be exercised by another person; and

"(2) the term 'on a commercial basis' means, with respect to a surrogacy arrangement, under circumstances in which a person who makes, engages in, or brokers the surrogacy arrangement receives or expects to receive, directly or indirectly, any payment for that conduct.".

(b) CLERICAL AMENDMENT.—The table of sections at the beginning of chapter 89 of title 18, United States Code, is amended by adding at the end the following new item:

"1822. Surrogacy arrangements.".

SEC. 3. ADVERTISING BAN.

Section 12 of the Federal Trade Commission Act (15 U.S.C. 52) is amended by adding at the end the following:

"(c)(1) Whoever advertises—

"(A) the availability of a surrogacy arrangement that will be made, engaged in, or brokered on a commercial basis, or

"(B) that any individual is seeking to participate in a surrogacy arrangement on a commercial basis,

shall be fined not more than $5,000 or imprisoned for not more than 6 months, or both, except that, in the case of a conviction under this subsection of a person who has previously been convicted under this subsection, such person shall be fined under title 18, United States Code, or imprisoned not more than one year, or both.

"(2) For purposes of paragraph (1)—

"(A) the term 'surrogacy arrangement' means any arrangement in which a woman agrees to carry to term a pregnancy that has not been initiated at the time the arrangement is made, with the expectation that parental rights to the child resulting from the pregnancy will be exercised by another individual, and

"(B) the term 'on a commercial basis' means, with respect to a surrogacy arrangement, under circumstances in which a person who makes, engages in, or brokers the surrogacy arrangement receives or expects to receive, directly or indirectly, any payment for that conduct.".

○

The Washington Post

A22 Friday, February 5, 1988

Baby M Revisited

MELISSA STERN is 22 months old now, and she has been at the center of an emotional, well-publicized legal battle since the day she was born. Her mother, Marybeth Whitehead-Gould—she has divorced and remarried during the course of the litigation—signed a contract with William Stern, the baby's father, in which she agreed to carry the child to term and surrender her to Mr. Stern and his wife for a fee of $10,000. When the child was born she couldn't do it, and the courts of New Jersey have been trying to resolve the ensuing dispute for almost two years.

After a lengthy trial last spring, the trial court held that the contract was enforceable, turned the child over to Mr. Stern, terminated Mrs. Gould's parental rights and consented to Melissa's adoption by Mr. Stern's wife, Elizabeth. The ruling was a sweeping victory for the Sterns and a complete defeat for Mrs. Gould. This week, however, the state's Supreme Court revetsed. This doesn't dramatically alter Melissa's life now, because she will remain in the custody of the Sterns. But because the appeals court held that the surrogacy contract is unenforceable in New Jersey, it greatly changes the legal landscape for these arrangements. While the decision is only binding in New Jersey, this is the first such case to be decided by the highest court of any state and is likely to be followed elsewhere.

The contract is in violation of state law, wrote Chief Justice Robert N. Wilentz, because it requires the sale of a child for money. It is also against public policy because it requires permanent separation of the baby from one of her natural parents, because it grants the father more rights than the mother and because it guarantees the father custody without any provision for a hearing on the best interests of the child. Surrogacy agreements that are voluntary and do not involve the payment of money will be permitted. And the state legislature, of course, retains the right to change the statute that was the basis for the ruling. But until that happens—and legislatures across the country have been slow to grapple with this issue—courts in New Jersey will not enforce any more surrogacy contracts.

The ruling is a good one. The Baby M case alone demonstrates the pitfalls of surrogacy arrangements, and it did not deal with some of the more heart-wrenching questions involving handicapped children, fathers who change their minds or genetic defects transmitted by the mother. The welfare of small children is at stake in these cases, and judges should be guided by common sense and compassion, not hamstrung by contracts. Very recent technological advances give great hope to couples who want but cannot conceive children. And adoption is also a sensible, time-tested option. These alternatives remain preferable to contractual arrangements, which can so easily backfire and cause great heartache.

The New York Times

THURSDAY, FEBRUARY 4, 1988

Justice for All in the Baby M Case

At a stroke, New Jersey's Supreme Court brought clarity and justice to the Baby M case, which so tormented the nation last spring:

¶Mary Beth Whitehead-Gould retains her rights as a parent.

¶William Stern and his wife retain the right to raise his child.

¶New Jersey acquires a convincing judgment that a "surrogate parent" contract for money amounts to an illegal bill of sale for a baby.

The case that had the nation arguing concludes in a way that may not satisfy everyone but sheds powerful light on the vexing questions Baby M provoked.

●

Mrs. Whitehead-Gould had promised to bear a child for William Stern in exchange for money. But after the little girl's birth, the mother changed her mind, rejected the money and fought to keep her baby.

In supporting her claim to parental rights, New Jersey's high court pointed to the state law that clearly prohibits the use of money in connection with adoptions. Chief Justice Robert Wilentz writes, "the actions of all three [Mr. Stern, Mrs. Whitehead-Gould and the Infertility Center, which acted as broker] worked to frustrate the goals of the statute."

As for the contention that the Sterns were paying only for Mrs. Whitehead-Gould's services, as opposed to her baby, "we need note only that they would pay nothing in the event the child died before the fourth month of pregnancy, and only $1,000 if the child were stillborn, even though the 'services' had been fully rendered."

Furthermore, parental rights in New Jersey can be legally terminated only if a parent has been found unfit or if the child has been surrendered to an approved agency. Mrs. Whitehead-Gould, despite being "harshly judged — both by the trial court and by some of the experts," was never found unfit.

"We do not know of, and cannot conceive of, any other case," Justice Wilentz continues, "where a perfectly fit mother was expected to surrender her newly born infant, perhaps forever, and was then told she was a bad mother because she did not." Nor did Mrs. Whitehead-Gould ever surrender her child to an appropriate agency. Mrs. Stern's adoption of Melissa, then, was ruled invalid.

The court also found that the Stern/Whitehead surrogacy contract violated longstanding New Jersey policy on child custody, which presumes equal rights of both parents and favors raising of children by their natural parents. The result: "A child, instead of starting off its life with as much peace and security as possible, finds itself immediately in a tug-of-war between contending mother and father."

Even so, Melissa will continue to live with her natural father and his wife because, the court says, they promise her the more secure home. Only the issue of Mrs. Whitehead's visitation rights remains; a lower court must decide it within 90 days.

The court found no legal prohibition against voluntary surrogate motherhood, where no money changes hands. But it is unlikely such arrangements will ever be a commonplace: "It is unlikely that surrogacy will survive without money." And it saw right through the claim that surrogacy is a solution to the problem of female infertility: "We doubt that infertile couples in the low-income bracket will find upper-income surrogates."

It has long been obvious that "surrogate" motherhood has a terrible potential for causing pain. The New Jersey Supreme Court's wise decision may finally relieve some agony for Mrs. Whitehead-Gould and the Sterns. As important, it reinforces sound values for all who aspire to parenthood.

Los Angeles Times

Thursday, February 4, 1988

Babies: No Sale

With Solomon-like wisdom the New Jersey Supreme Court has settled one of the most hotly contested child-custody disputes of the decade and struck a blow against surrogate motherhood.

Its decision in the celebrated Baby M case, based on New Jersey statutes and the state constitution, establishes a precedent only in that state. But the court's thoughtful and balanced approach ought to inspire courts and legislatures elsewhere as they wrestle with the morally troubling issue of whether a woman can contract to bear a child for someone else and then be forced to surrender it.

The New Jersey court has emphatically said no, that surrogate motherhood is just a fancy name for baby-selling if any money changes hands. Women like surrogate Mary Beth Whitehead Gould, the mother of Baby M, are not bound by contracts to sell their babies because such contracts are "invalid and unenforceable" and "exploitative of all parties involved," the court held unanimously.

The court also recognized a fact well known to adoption specialists—that many mothers become so emotionally attached to their babies during pregnancy that they change their minds about surrendering them after birth. To be valid, surrogacy contracts must follow the pattern of adoption statutes and give women a fixed period, after birth, in which to consider whether to relinquish a newborn, the court said.

Baby M's mother had been treated very harshly by the trial judge who ordered her to give up her daughter to William Stern, the natural father. The judge had denounced her as "manipulative, impulsive and exploitative" for refusing to surrender the child in exchange for $10,000, and he had stripped her of all visitation rights.

Gould, who has been divorced and remarried since the trial, received considerably more sympathy from the New Jersey Supreme Court. "We think it is expecting something well beyond normal human capabilities to suggest that this mother should have parted with her newly born infant without a struggle. Other than survival, what stronger force is there?" the court said.

In the end, however, the prize that Gould sought—full custody of her daughter—eluded her. The little girl, now almost 2 years old, has spent most of her life with her father and his wife. And the court, applying the standard traditionally used in custody disputes, prudently decided that she is better off where she is. Her mother, however, was awarded full visitation rights and assurances that she can remain part of the child's life.

The court did not rule out all surrogate arrangements—only those requiring a payment of money and denying the mother the right to change her mind. A woman who wants to bear a child for someone else, a woman motivated only by a desire to help an infertile couple, could still do so.

There are bound to be critics who say that women ought to be able to decide what to do with their bodies. To that the New Jersey Supreme Court has wisely responded: Yes, but they cannot rent their wombs. This means that in New Jersey, at least, babies cannot be treated as chattels, to be bought and sold in commercial transactions.

THE NATION'S NEWSPAPER
USA TODAY
PUBLISHED BY GANNETT

WEDNESDAY, MARCH 30, 1988 · USA TODAY

JEREMY RIFKIN

An opposing view

Surrogacy is wrong; it should be banned

WASHINGTON — The idea of negotiating pregnancy by commercial contract should be abhorrent to anyone who believes in the dignity of human life. Commercialized surrogacy reduces women to the status of breeding animals, their wombs rented, their eggs bought and sold in much the same manner as commercial livestock. In the surrogacy process, the ultimate victim is the baby, whose identity is fragmented between two parents whose only relationship with each other is a financial arrangement.

The National Coalition Against Surrogacy represents women who have been involved in surrogacy arrangements as well as feminist leaders, health-care professionals, attorneys and legislators from around the USA. We are opposed to any form of commercially contracted surrogacy, believing that such arrangements violate existing state and federal laws and are inimical to sound public policy.

We agree with the New Jersey Supreme Court decision in the celebrated Baby M case, which ruled that commercial surrogacy contracts are illegal and unenforceable, and perhaps criminal. The court's decision upheld state adoption laws which make it illegal to buy and sell babies as chattel. The court also ruled that the parental rights of a biological mother supersede the contractual provisions of a commercial surrogacy arrangement.

Some people have argued that commercial surrogacy arrangements should be allowed to flourish as long as a consumer demand for the service exists. In other words, the imperatives of the marketplace ought to be the final arbiter.

We reject this notion. Babies are not products like microwave ovens and automobiles. Pregnancy should never be reduced to a commercial service.

While many infertile couples desperately seek to have a baby, their desires should not be met at the expense of transforming human reproduction into a purely utilitarian enterprise.

The 13th Amendment to the Constitution forbids the buying and selling of human life. Commercial surrogacy arrangements violate both the spirit and letter of the Constitution.

Civilized nations throughout the world have outlawed commercial surrogacy arrangements. It is now time for the USA to follow suit. On April 6, the National Coalition Against Surrogacy will petition the attorneys general in 10 key states where commercial surrogacy clinics are currently conducting business, asking the law enforcement agencies to close down the operations in the wake of recent court decisions in New Jersey and other states which ruled that surrogacy contracts are illegal.

Jeremy Rifkin is president of the Foundation on Economic Trends and co-chairperson of the National Coalition Against Surrogacy.

The New York Time

TUESDAY, SEPTEMBER 1, 1987

By KEITH SCHNEIDER

Special to The New York Times

WASHINGTON, Aug. 31 — A group of mothers who agreed to bear children under surrogacy contracts said today that they wanted their babies returned and called on Congress and state governments to outlaw the practice, which they called "an institutionalized form of slavery."

The women, including Mary Beth Whitehead, a New Jersey resident who earlier this year lost custody of her daughter in the Baby M case, said they were joining a coalition to ban surrogacy, one of the most popular of the reproductive technologies developed in the last decade to enable infertile couples to have children.

'Just Not Right'

"This shouldn't be allowed to happen," said Mrs. Whitehead, who was paid $10,000 in 1986 by a New Jersey couple, William and Elizabeth Stern, to bear Mr. Stern's child. "Don't let it happen to anybody else. It's just not right."

> Women are asking the return of their babies.

The coalition opposing surrogacy was organized by Jeremy Rifkin, president of the Foundation on Economic Trends, a small public policy group in Washington that has influenced the national debate on developments in biotechnology. Mr. Rifkin said today that more surrogate mothers are bringing legal action to gain custody of their children.

States Consider Legislation

Criticism of surrogate contracts and other reproductive technologies is on the rise in the United States and in other nations even as infertility rates rise and the demand for surrogate arrangements increases. Studies have shown that one American couple in six is infertile or is having extreme difficulty conceiving a child.

Britain outlawed commercial surrogacy contracts last year, but continued to allow private agreements. In March, the Vatican called on governments to curb reproductive technologies, including surrogacy. A number of states are considering legislation to bar or restrict surrogate contracts.

Earlier this year, the New York State Legislature held hearings on a proposal to make surrogacy contracts legally binding. State judges have warned the Legislature that such contracts might not be enforceable. The legislation, however, has not yet been considered by the Assembly or Senate.

Called an Unnatural Assault

Less than a decade after the first birth under a surrogate contract was recorded in the United States, one estimate says that 300 babies are born each year under arrangements in which a woman is artificially inseminated, paid up to $25,000 under contract to bring a child to term, and then required to give up the baby to the natural father.

Critics say surrogacy and the other new reproductive technologies, in which sperm and ova are manipulated in a number of ways inside and outside of the womb to increase the efficiency of fertilization, are an unnatural assault on human reproduction. Opponents say that surrogacy, like the other technologies, exploits women, particularly those from lower economic classes.

But scientists say the new reproductive technologies provide a new means not only for conceiving but also of insuring healthy babies. The developments have fostered a birth technology industry in the United States and elsewhere. Scientists hope to use one or a combintion of these technologies to eradicate some of the 3,000 known diseases of heredity, like Alzheimer's and muscular dystrophy.

"The rise of the surrogate industry does not take place in isolation," said Gena Corea, author of "The Mother Machine," an influential critique of modern reproductive technologies published in 1985, and a leader of the coalition formed today. "It's part of the industrialization of reproduction."

Constitutional Right Asserted

Noel P. Keane, an attorney in Dearborn, Mich. and one of the country's legal authorities on surrogacy, defended the practice in an interview today. "Most critics aren't aware of how hard infertility hits people," said Mr. Keane, who arranged one of the first surrogate births in the United States in 1978, and has arranged 177 others since then. "If we have an infertile woman married to a fertile man, why can't they incorporate the use of a surrogate in the furtherance of their constitutionally protected right to procreation?"

Mrs. Whitehead, whose appeal is expected to be heard by the New Jersey Supreme Court next month, was joined at a news conference today by two other mothers. One was Patricia Foster, 32, of Detroit, who gave birth to a boy last March under a surrogate contract and is working to gain custody. The other was Allejandra Munoz, 21, from Mexico, who is trying to gain custody of a year-old daughter who is now living in the United States.

Mrs. Whitehead's attorney, Alan J. Karcher, said that he was aware of half a dozen surrogate mothers pursuing legal cases to gain custody of children.

Houston Chronicle

Secret surrogate

Houston Chronicle Wednesday, November 11, 1987

Coroner sees negligence after heart attack kills contract mom

By CATHY GORDON
Houston Chronicle

PORTER — To friends and neighbors. Denise Mounce was the epitome of the fresh-faced expectant mother, beaming about plans for her baby.

Patting her swollen belly, she proudly announced to neighbors at the White Oak apartment complex in Porter that she was carrying her boyfriend's child. An ultrasound confirmed it was a boy, she told them. She nicknamed him "Jackie."

Mounce

She had collected a closetful of baby clothes and was talking of moving to a larger apartment.

"She was super excited. She said she was going to take the baby boy home to show her parents at Christmas," said a neighbor. Terri Ryczek.

But Mounce, a 24-year-old from Virginia with a history of heart problems, was a surrogate mother artificially inseminated to carry a child for another couple.

It was a secret known only to a chosen few — until the eight-months-pregnant woman died from heart failure two weeks ago, along with her fetus.

Now, friends are wondering what other secrets were buried with Mounce. And her parents and authorities are wondering why, with a history of heart problems, she ever was accepted into a surrogate program — a question that could lead to possible legal action by her family.

"To be in a program where you are artificially inseminated by a party of another couple, you'd think every precaution would be taken by that company," said Precinct 2 Montgomery County Justice of the Peace James Dinkins, who acted as coroner in the case. "Absolutely, somebody is negligent here."

Authorities said Mounce was to be paid $10.000 by Gene Search — a surrogate mother program in Jackson, Mich. — after the baby was born. The due date was Nov. 24.

Dinkins received Mounce's autopsy results from the Harris County Medical Examiner's Office Tuesday, indicating she died of a heart condition known as myocardial hypertrophy. Her family said she was on medication years ago for a rapid heartbeat, Dinkins said. In October, she went to a Houston cardiologist because of a rapid heartbeat but was not prescribed medication.

"I'm told it's the first surrogate death the Harris County Medical Examiner's Office has had," Dinkins said.

Dinkins said Mounce's parents, Richard and Pat Mounce of Cumberland, Va., have talked of retaining an attorney to seek advice on possible legal action.

He said the couple indicated they knew of Mounce's plans to become a surrogate mother before she was impregnated and did not approve. The family has refused comment.

"They said they knew for about a year. They didn't approve of it, but she's a big girl," Dinkins said.

Dinkins said Mounce's boyfriend, Andrew Nieto, 24, told him he knew all along of the surrogate pregnancy. He said Nieto also told him Mounce was interested in being a surrogate mother for financial reasons and to help a couple who could not have a child.

But Nieto said Tuesday he was not positively convinced it was not his child until Mounce's death Oct. 30.

Shortly after her death, he said, a staff member of Gene Search contacted him, suggesting that he stick to a story that it was his child.

"The company suggested it to keep publicity down," Nieto said.

Officials at Gene Search could not be reached for comment Tuesday. Last week, Gene Search Director Robert Risner would neither confirm nor deny if Mounce was part of the company's program. However, he said all surrogate mother candidates are subjected to rigorous physical and psychological testing.

Nieto said he suspected Mounce was a surrogate mother because of previous interest she had expressed in the program but that he did not question her about it. "I gave the idea a flat 'no,' " he said.

He said Mounce had two previous miscarriages with pregnancies conceived with him. The couple lived together 2½ years.

Mounce went to a cardiologist in October for a rapid heartbeat but did not return to be placed on a cardiac monitor because the couple didn't have the $250 for the procedure. Nieto said.

"The hardest thing has been dealing with finding her," said Nieto who arrived home from his security guard job in Houston Oct. 30 to find Mounce dead.

Michele Goodale, who worked with Mounce at Mothercare, a maternity shop at Deerbrook Mall, said Mounce often received peculiar telephone calls at the store from a man.

"I always got the impression they had to do with money," Goodale said. "One time he called for her, and we said she went to the hospital for false labor, and he about had a heart attack."

Goodale said she asked Mounce one day if she were carrying a child for another couple. Mounce denied it.

Mounce was buried Thursday on her parents' farmland in Cumberland, her baby at her side.

HIV TESTING OF SURROGATE MOTHERS

To the Editor: The recent New Jersey Supreme Court decision in the Baby M case highlighted some of the legal, medical, and ethical issues regarding surrogate mothers and their offspring.[1-3] Since transmission of the acquired immunodeficiency syndrome (AIDS) is a serious problem, screening semen donors for the antibody to the human immunodeficiency virus (HIV) is justified. Of equal importance should be the screening of potential surrogate mothers. Medical histories and physical examinations should not be relied on entirely to reveal factors indicating a high risk of AIDS. Furthermore, a person with HIV infection may remain asymptomatic for a prolonged period. One can argue that failure to identify any risk factors for AIDS in the surrogate's medical history, coupled with a negative physical examination, eliminates the need for testing for HIV. However, if we assume that even a small risk of AIDS in the offspring is unacceptable to the contracting couple, then testing of potential surrogate mothers may be justified.

In 1986 a 32-year-old woman contracted to become a surrogate mother for her sister. The surrogate had a 17-year-old son and a two-year history of intravenous drug abuse before 1984, which was unknown to her family. This history of drug abuse was not elicited during her interview at the insemination center; thus, she was not screened for HIV antibody. The donor's blood and semen were negative for the antibody. Five months after the woman was successfully artificially inseminated with her brother-in-law's sperm, a history of intravenous drug abuse was obtained and she was encouraged to take an HIV-antibody test. Her test was positive, but the contracting couple were not told. At birth the child was seropositive for the HIV antibody. Both the surrogate mother and the contracting couple refused custody of the infant.

It is possible that the infant may have acquired passively transferred maternal antibodies; however, only time will clarify this. In the meantime, who should be responsible for the care of the baby? Would HIV testing of the surrogate mother before insemination have obviated this unfortunate and probably tragic situation? Whose responsibility is it to ensure that a potential surrogate mother is tested for HIV antibody — the surrogate, the insemination center, the contracting couple, or the federal and state governments? Should testing of all potential surrogate mothers be mandatory? Because utmost care should be taken to avoid transmission of AIDS during artificial insemination, we believe that both the semen donor and the potential surrogate mother should be screened for the presence of HIV antibody.

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STATEMENT OF ELIZABETH KANE

before the Subcommitee on Transportation
Tourism and Hazardous Materials

October 15, 1987

I gave birth to my son almost seven years ago and handed him naked and cold to a woman who was a stranger to me. Eight and one half months earlier I had signed a contract promising to transfer a live child to the wife of my baby's father. The day I signed that agreement, I was unknowingly stripped of all rights to ever see my son again. As a surrogate mother, I was only a means of transportation for this child to come into the world.

We have become a society that demands instant gratification and now we are demanding instant babies by expecting healthy women to become our breeding stock. The fact that our society has accepted using breeders to create children for wealthy people frightens me.

It is by nature abnormal for any woman to psychologically disassociate herself from her child yet we as a society are expecting women to sell a child that has not yet been conceived, carry it for nine months and after giving life to another human being, we are expected to relinquish a blood relative with little or no emotions.

What is even more frightening is the fact that Americans can so cold-heartedly criticize a woman for recognizing and admitting that she has fallen in love with her own child.

Today we are beginning to look upon women as human incubators to satisify the obsessive desires of couples unwilling to adopt or become foster parents. But taking a child away from its mother without her permission is the worst form of brutality and abuse I can imagine.

I willingly entered into a surrogate parenting agreement with the euphoric feeling of creating a family for a couple less fortunate than myself. While I was pregnant, I smugly answered all of the questions my children asked about the arrangement I had made for their brother. Today I can no longer explain to my children why I felt justified in exchanging their brother for a $10,000 check. By trying to create a family for a stranger, I have created a dysfunctional family for myself. I want you to know that exchanging the emotional stability of a family for any amount of money is too great a price.

For six years I trained myself to think of my son as belonging to his father and new mother. But the depression and mental stress that have resulted from doing this has left a scar on my heart and within the soul of every member of my family that can never be removed. Surrogate parenting is an emotional minefield and I have become a statistic.

Today the child I've sold does not know I exist. My son's childhood could be lost to me forever because of my rapid signature on a piece of paper before he even existed. I am not a surrogate mother. I am not a feminist. I am an invisible mother fighting for the rights of other women like myself who realize too late they have relinquished the rights to their child and for women everywhere who are now carrying children under a contract or who are even thinking of entering such an agreement.

The National Coalition Against Surrogacy has been a dream of mine for a long time. Today I am proud to be a founder of this pioneering organization and I fully support our efforts to see surrogate parenting banned on a nationwide basis. I will no longer remain silent while baby brokers continue to exploit women for the use of wealthy men with an obsessive desire to create a biological child.

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STATEMENT OF LAURIE YATES
October 15, 1987

My name is Laurie Yates. I became involved in the surrogate program in October, 1985. My husband and I were attracted to the program by the fee that was advertised. We were lead to believe we could give "the gift of life" to another couple. We were mistaken. We cannot give up our children.

When we signed the contract in February, 1986, we did not know it was illegal. No one ever told us the contract violated Michigan law until we hired our attorney.

I became pregnant sometime in May, 1986. I miscarried that child on July 4, 1986. Following the miscarriage, I was confused and depressed. Richard and I were afraid we would get sued, so I continued the program. This time, I was given super ovulatory drugs within one and half months of the miscarriage to help me get pregnant faster.

Once pregnant a second time, I began to question if I had done the right thing. I prayed and thought deeply about the children. My babies and I were one. Richard loves them. He was there for the children and I when I was sick. He was there at birth and during the c-section. He has cared and loved the children since the beginning. No matter how much pain and suffering I go through, we are determined to fight to protect our children.

The surrogacy program inflicts pain and suffering on almost everyone associated with it. The birthright family and the donor family both undergo mental, emotional and financial strain. Only those with no emotional attachment profit from this program. The only way to put an end to this inhumane tragedy is to ban surrogacy. We beg you to do so.

Laurie Yates

Alejandra Munoz

October 15, 1987

Testimony before House Subcommittee on Transportation, Tourism and Hazardous Materials

My story began in June 1985, when my grandmother, Natividad Munoz from Mazatlan, Mexico came to visit her sister, my great-aunt Alejandra Mendoza. Nattie and Mario Haro, my second cousins, went to see them and explained how desperately they wanted a child. Nattie had a child by an earlier marriage. But Mario wanted a child of his own. Nattie cried and asked if they knew of anyone in the family that might be willing to carry an embryo and then have it transferred to her.

My grandmother said that I might be willing to do it and she would ask me. The Haros made it clear to my grandmother and great-aunt that I would only carry the embryo for two to three weeks and not full term.

Since the Haros were family and what they wanted seemed to be an easy and safe procedure, I agreed to come and meet with them in Tijuana. They explained to me what they had explained to my grandmother and great-aunt. After that meeting, the Haros made plans for me to cross the border illegally into California.

I lived with the Haros. In September 1985, I impregnated myself with a syringe of sperm given to me by Mrs. Haro.

They treated me fine up until the day when I found out that I had to carry the baby. When I was about a month pregnant, Tia Alejandra from Tiajuana came. She came to the house with my second cousin Angela Garcia, who is Nattie Haro's sister, and Maria Buono, who is my grandmother's sister and the mother of Angela and Nattie. I call her Tia Lupe. The Haros were extremely angry that they were there. They said it wasn't any of their business and they should not have any contact with me. Tia Alejandra said that she felt a responsibility to me since she had arranged for me to come here. She wanted to know if we had been to the doctor yet so the baby could be put into Nattie.

Nattie was upset that Alejandra was asking too many questions. She told her not to be so nosy. Tia Alejandra said: "She's my responsibility too. I want to know when you are going to the doctor so they can put the baby in you."

Nattie said: "That's not going to happen. It can't. I can't carry the child. Alejandra will have to carry the child."

That's when the big fight broke out. I said I was going to have an abortion. Nattie said: "Then you must be a whore. That's not Mario's child." She called me a lot of bad names.

I began crying and crying. Tia Alejandra told Nattie: "How can you call her that? You yourself gave her the sperm and she impregnanted herself. How can you call her that?"

I was in tears because I knew I either had to abort or carry the child for the full term. Tia Lupe and Angela said that abortion was a sin. After I thought about it, I decided not to have an abortion.

Tia Alejandra asked the Haros why they had deceived us all. She said, "You don't do this to family." The Haros said they were willing to give me $1,500. Mario Haro said he thought that was enough money for what he called an "uneducated, uncivilized ignorant woman." Angela told him that here in the United States, surrogate mothers are paid up to $10,000. He said: "For that price, I could have gotten someone intelligent."

I was very depressed and angry that they deceived me. I had never agreed to accept money to bear a baby and then to turn my baby over to them.

Nattie Haro wrote something on a small piece of paper. She read it to me while everyone was shouting and upset. Mario Haro didn't want Angela or Tia Lupe or Tia Alejandra to read it. I can only read printed Spanish, not handwritten Spanish. Later, Nattie said the piece of paper was a contract.

Mario said, "Sign it" and I signed it. It was very confusing to me. I had just found out that I had to carry the child and that was a big shock. Then Nattie called me a whore. I was crying and everyone was yelling at each other and then he came out with this paper I couldn't read and said, "Sign it."

I remained with the Haros during the pregnancy. I felt they had a responsibility to see me through and make sure I got good care since they had deceived me and put me in that situation. And I was afraid that if I returned to Mexico, no one would believe how I became pregnant. The Haros treated me badly. I never told this to my cousin Angela because I didn't know how she would react. I didn't know if she would side with her sister, Nattie. I had never met her before coming to the United States. Maybe she would tell the Haros and then they would treat me worse.

The Haros never took me anywhere--to a park or anywhere--and they didn't want me to leave the house. They told me that immigration would pick me up. I think they didn't want me to leave the house because most of Mario's family thought that it was

Nattie who was pregnant, not me. Nattie would wear a little pillow under a maternity gown when she visited Mario's mother.

I think Nattie treated me so bad because she resented me carrying her husband's child. She already had another child by an earlier marriage. But Mario wanted his own child. Nattie had had operations to try to give him his own child. He did not want to adopt a child. Nattie said she had to have an operation to repair the damage to her ovaries after three test tube baby operations that didn't work.

It was hard for me, not leaving the house. I became very depressed. Finally, Angela said to Nattie that I was going to get sick if I didn't leave the house. That was when I was about 5 and a half months pregnant. She said, "If she's carrying that child, don't you care that she's mentally well too? She has to get out." She told Nattie that her sister-in-law needed someone to babysit. Nattie agreed. So she would bring me there every morning and in the afternoon, the sister-in-law would take me back. That made things better for me. I could walk the children to school.

When I was seven months pregnant, I knew Angela better. I was feeling my baby growing and moving in my womb. I told her that I couldn't go through with it. I could not give up the baby. I told her, "This baby is mine."

I told the Haros at about the same time. They didn't say very much. They hardly reacted at all. Angela spoke to them about it too but they ignored her. Later I found out why. They were arranging things so that everything would go their way and it didn't matter what I said or that I wanted to keep my baby.

Angela later said to me that the Haros ignored her because they thought: "Who is Alejandra? She's an illegal poor girl. What is she going to do? Who's going to pay for it?" Mario asked Angela several times: "Are you going to pay for her lawyer?" That's why they were so confident, Angela said. Because I had no value to them. They saw me as nothing. They have said it to the press: that I am an illegal, uneducated Mexican.

When I first began to go to a doctor during my pregnancy, the Haros told me that I would have to use Nattie Haro's name because I was an illegal alien and for insurance regulations. Because I do not speak English and am not familiar with insurance, I never questioned this. The Haros told Dr. Miller and the other people in the hospital that I was Nattie Haro, Mario's wife. In this way, their insurance paid for the medical bill and Nattie was able to falsify the birth certificate. The birth certificate states that Nattie Haro is my baby's mother and it is signed by Nattie's hand.

I knew that Nattie signed all the hospital papers. What I did not know then was that one of those papers was the birth certificate.

On June 25, 1986, I gave birth to a healthy baby girl by cesarean section. I was not able to fight for my baby then because I was too weak. I couldn't fight because I barely could walk. And the Haros told me that immigration would take me away and I would never see my child again.

But I was certain that when Mario and I went to register the child and get the birth certificate, the way we do in Mexico, then I would have my baby. Mario and I would go together to register the baby. I was the mother and he was the father. Then, I thought, I would get the baby. Because mothers always get the babies.

The Haros brought me to Angela's house from the hospital and then they drove off with my baby. Angela and her family were on vacation then. When they returned, Angela said: "Where's the baby?" I said, "When we register her, that's when we're going to get her."

Then Angela explained to me that that's not how it is done in this country. That in the United States, you don't go to register the baby after leaving the hospital, that it is all done at the hospital. She asked me, "Do you have papers from the hospital?" I said no. She said, "Who signed all the papers?" I said, Nattie. She said, "Alejandra, you cannot do anything for your daughter because you don't have that birth certificate."

I grieved for my child. I begged for help. I told Mario that I wanted my baby. He said I would never see the baby. He said: "If you try to get the baby from me, you're going to sink."

When I found out about the insurance fraud, he told me that I was guilty too. He did that to put fear into me. But I told him: "I don't care. We'll both go down."

Angela tried to help me but because the birth certificate was falsified, things were complicated. She began to search for a lawyer to help me, looking through the Yellow Pages of the telephone book. She called every single lawyer in the Yellow Pages. Everyone wanted $1,000 to $2,000 right away. We didn't have it. It took about three months to find a lawyer. The lawyer said he would help us for $700. Angela got the $700 from friends and from people in the church.

By the time we had a lawyer, the Haros had already been with my baby for three months. It was three and a half months before I could see my child.

In February 1957, a judge ordered joint custody. But my child, Lydia Michelle, lives with the Haros. I see her on Mondays from 10:30 a.m. to 1:30 p.m. in the Haros home. The Haros leave while I am there. At first, they locked the bathroom door and the door to the baby's room and said I had no right to go into either room and I couldn't go into the kitchen. I needed to go into the kitchen to warm the baby's bottle. After we protested to the court, they unlocked the doors.

Now, after more than a year, I am able to have my daughter stay overnight with me one night a week, in addition to the Monday visits.

Things are not going smoothly. Mario Haro has been abusive to me and has used filthy language. Before I had permission from the Immigration and Naturalization Service to remain in this country legally, Mario would tell me that I would soon be deported and lose my child forever.

Now I have permission to stay in this country until April 22, 1986 and maybe after that, I will be able to have another permission. I feel very grateful to the INS which has been understanding to me. I feel especially thankful to Mr. Harold Ezell, the Western regional commissioner for the INS. He has acted like a real human being. He is a good and kind man.

Nattie Haro has stopped talking to Angela, her sister, and to her mother, Tia Lupe. She and Mario are upset that they supported me. Sometimes Tia Lupe cries and misses her daughter. Then Angela tells her, "Mom, you did the right thing. I don't think you could have lived with yourself if you knew you had turned your back on Alejandra." Tia Lupe says that is true. But sometimes she cries.

I don't know what I could have done if Angela and Tia Lupe had not helped me. I could not have explained to North Americans what had been done to me. I could not have gotten help because I don't speak English. If they had not helped me, no one would ever have known how I was used, how my daughter was taken from me.

I came today to ask you to make a law against surrogate motherhood. It is evil. It has caused too much suffering.

I also came here to be with the other mothers in the National Coalition Against Surrogacy. I came here to be with Mary Beth Whitehead and Elizabeth Kane and Laurie Yates. I came to give them as much comfort and strength as I can and to take from them the strength I need as I continue the struggle for my daughter.

Testimony of Mary Beth Whitehead
before the Subcommittee on Transportation
Tourism and Hazardous Materials

October 15, 1987

I came here today with other mothers who have lost their children to join them in urging a ban on surrogacy.

I'll tell you how this started for me. I responded to a newsapaper advertisement in the Asbury Park Press asking for women willing to help infertile couples bear children.

I had always believed we were in this world to help other people. I thought that this was something that I could do while still being at home with my children. At that time I genuinely believed that this was a way for me to help better the world. Lookiling back, I now believe that this was a form of brainwashing. Over and over they told me that it was the "couple's baby." They never explained that everything that a woman does to produce her own child I would be doing.

No one ever said to me, "It's your baby, and there's a possibility that when she grows up and finds out you sold her she might hate your guts." No. They didn't tell me tht and they didn't tell me it was Ryan's and Tuesday's baby sister and they didn't tell me how my husbnd would feel after taking care of me during pregnancy for nine months. None of this was mentioned. It was just shoved under the rug. They just kept telling me it was the "couple's child." I wasn't until the day I delivered her that I finally understood tht I wasn't giving Betsy Stern her baby. I was giving her my baby.

Noel Keane's Infertility Center didn't make me aware of my rights as a person. I thought because the Stern's had hired me, they could tell me what to do. Se even though my doctor said I didn't need amniocentesis or a Tay Sachs test, I had them because the Sterns insisted on it. Even when Betsy Stern wanted to take blood from my arm several times, and I didn't know why, I allowed it. When we were sitting in a car and she was drawing blood from me, I felt used and exploited.

Perhaps some people think the baby would be better off with people like the Sterns. Many of the newspaper stories made the point that I didn't finish high school. The idea people got from that was that I couldn't be a good mother. I couldn't be a good mother if I didn't finish high school and was married to a garbage man. What they all ignored, however, was that I was a mother and a good one. Bill and Betsy Stern have money and are educated, and they got to the courthouse first. I don't think I ever had a chance. I don't think any of the women you'll hear this morining ever had a chance.

The economics of surrogacy in this country are simple. The sperm donors are well-off and the women they hire to bear their children generally are not. I don't think I have to explain to the members of the committee what that means. The wealthy couples are better able to hire lawyers and psychologists to plead their cases.

Before the publicity hit, no lawyer would touch my case. When I was hiding in Florida, I called lawyer after lawyer. But I didn't have the money to hire them.

It's true, I ran with my baby. I ran and I hid and I called, and called, trying to get help. People tell me that there are smarter ways to fight for your child. Like the way the Sterns fought against me. But I didn't have any other way. So I ran and I hid. In the end the Sterns with their high powered legal advice were able to secure temporary custody by court order before I even got an attorney.

In Florida, where we hid, I kept Sara next to me every minute I figured if she was in my arms, they'd have to shoot me to get her.

I was in the intensive care unit in a hospital in Florida, sick with a kidney infection, when they came to take the baby from my parents house. The police came and knocked my mother down and ripped the baby from the crib. My family had to come to the hospital and tell me that my baby was gone.

My ten-year-old, Tuesday, saw the police storming our home twice, coming for the baby. She saw this once in New Jersey when they handcuffed me and once in Florida.

I was completely devastated having the baby taken from me. I felt like I was used for one purpose and was no longer needed or wanted. I was distraught for my child, for my own flesh and blood. I remember the inseminating doctor telling me that I was giving away an egg. I didn't give away an egg. They took a baby away from me, not an egg. That was my daughter. That was Sara they took from me.

Against the power of Noel Keane's surrogate company and the man who hired me, I didn't have a chance. Neither did Patty Foster, who watched what I was going through on television and read about it in the newspaper while she was pregnant with a son she could not bear to give away. She saw what happened to me and she felt she did not have a chance. Now her son is gone and she is fighting for him as hard as I am fighting for my daughter. Allejandra Munoz and Nancy Barrass and Elizabeth

Kane--none of us had a chance. It's not just Mary Beth Whitehead. It is all of us. We have started a mothers's support group to help each other. More and more of us are coming forward and saying that we are human beings. We are not baby-making machines.

There have been moments when the public humiliation and personal pain have been so great that I have thought of giving up. But the joy of Sara's smile when we become cellmates for two hours once a week and her tears as she is lifted from my arms by guards who tell me that "your time is up," always renew my determination. Even the most restrictive prison-like setting cannot destroy our bond or change the fact that she is still my daughter. There can never be a court-ordered termination of our love. For her sake, I will always find the strength to carry on.

Now, through the National Coalition Against Surrogacy, I feel that I can do something to prevent other women from going through the suffering I have been through. Am still going through. I can work with other mothers for laws banning this cruel business that sells human flesh and blood and pretends that nobody is hurt in the process.

When this all started for me, I thought surrogacy was a nice way of helping someone out. Now I know that surrogacy is wrong for our society. Now I know it is wrong to sell babies. And I know something else, it is also wrong to buy babies. I know it is wrong to use women as if they had no feelings. I know it is wrong to cause pain to the sisters and brothers of the babies who are sold through surrogacy contracts. It is wrong to hurt my daughter Tuesday. It is wrong to hurt my son Ryan. It is wrong that we mothers are not heard because we often lack wealth and education. I hope this time, here in Congress, people will listen.

I have learned all of these things the hard way, and while I deeply hope that other women will learn from my mistakes, I am not a public crusader. I am simply a mother, and a housewife from New Jersey, who has decided it is time to speak out.

Testimony of Jeremy Rifkin Before
Testimony of Jeremy Rifkin before the Subcommittee on Transporation Tourism and Hazardous Materials

October 15, 1987

My name is Jeremy Rifkin and I am president of the Foundation on Economic Trends and Co-chairperson of the National Coalition Against Surrogacy. Childbearing, one of the most important of all human acts, is fast becoming a business. The surrogacy industry is advertising for services of financially stressed women all over America, soliciting them to bear children for clients who are willing to pay up to $25,000 for a baby. If this new industry is permitted to grow, within a decade, thousands of poor women in this country and around the world will be used each year as "breeding stock" to gestate babies for those who can afford the service. There will be wholesale commercial exploitation of these women's reproductive organs. Childbirth will become a lucrative new biotechnology industry. Reducing childbirth to a form of commercial production represents one of the greatest threats to human dignity of our time.

Surrogacy contracts exploit women physically, emotionally, and economically. Overwhelmed by immediate or impending economic hardships, women are more likely to be induced into relinquishing their parental rights, not fully understanding the physical and emotional risks that the surrogate contract imposes on them. Attorneys, acting as commercial middlemen for clients, take advantage of these women and their dire circumstances, getting them to sign contracts to produce babies for others. Moreover, these economically disenfranchised women are generally unaware of their legal rights and unable to afford attorneys. Once trapped, the women are unable to escape.

The surrogacy contract represents a unique form of exploitation of women's bodies. Once women, enticed by a fee, sign these contracts to produce babies for customers, they lose all choice as to the manner and nature of how they will give birth. They become commercial slaves 24 hours a day for 270 days. These agreements routinely require that the prospective mother submit to hormone injections, amniocentesis, and an array of genetic probes and tests, at the discretion of the client. The agreements often stipulate that the mother agree to abort the fetus on demand if and when the client desires to terminate the "service". These contracts also have written provisions which make the mother liable for all "risks", including death, which are incidental to conception, pregnancy, and childbirth, including all pregnancy induced diseases and any post-partum complications. As technology develops, the women who signs the surrogate agreement will become a kind of reproductive technology laboratory, constantly tested and prodded in order to ensure that she is a seviceable "vehicle" for the purposes of bearing the client's child. In short, the woman has become dehumanized and has become simply another commodity in the "reproductive marketplace."

In return for this servitude, the mothers who have signed surrogacy agreements are generally paid $10,000 dollars. This payment is only made after the baby, "the product", is delivered to the customer. The mother often gets only 1,000 if the baby is stillborn. Surrogate businessmen have predicted that they will be able to recruit poor women in this country and Third World countries for a fraction of the current rate.

Surrogacy is baby-selling pure and simple. Enforcement of surrogacy contracts will lead to the state sanctioning the long forbidden practice of baby selling. In this regard, it is interesting to note that we don't even allow individuals to sell their body parts for organ transplantation. We would find it unconscionable to allow economically disenfranchised people to to be coerced into selling their kidneys or corneas to the highest bidder. Why then should we allow the exploitation of wombs and the bartering of babies?

Mothers who have had to give up their children under the surrogacy agreement are emotionally victimized. One mother has spoken of praying every night that she would not go into labor so that she and her baby could stay together. Mary Beth Whitehead was subject to police twice entering the home in order to seize the baby that she had given birth to. The fact is that producing a baby is not like producing a product. Mothers become emotionally attached to their children during gestation and birth. In the past, and the future, women will not be able to willingly give up these children as if they were giving up a commercial product. Surrogacy arrangements are creating a new group of grieving women.

Surrogacy contracts disrupt and destroy the mother-child relationship. A child is brought into the world with the plan of breaking the mother-child bond at the outset. As such the ultimate victims in the surrogacy process are the babies. Their lives are negotiated, pre-designed, and contracted at conception. Their birth is a result of a commercial transaction. The child is a product of a new form of division of labor, his or her status becoming indistinguishable from other manufactured goods. The ultimate psychological effects of surrogacy on the child as he or she grows up have yet to be adequately considered.

The only rationale used to justify this unique form of exploitation is the need for childless, infertile couples to have children. At the outset it should be noted that surrogacy has not been, and probably cannot legally be, limited to infertile, childless couples. Even when surrogacy is used as a solution to infertility, the question of what causes infertility is rarely addressed. Infertility is caused by a variety of factors including unsafe contraceptive devices (IUDs), sexually transmitted diseases, unsafe drugs (DES), and unnecessary or badly performed gynecological surgery on women. The way to solve infertility is to preventively deal with these factors, not to use and exploit other women.

Some say that a surrogacy contract must be honored at all costs. They believe that commercial bonds should be given higher priority than maternal bonds, that money is more powerful than motherhood. It's strange that in this society we allow athletes, businessmen, and unions to break unjust or unfair contracts everyday but when it comes to the most important act of all, motherhood, we hold these women rigidly to their contracts.

By saying no to commercial surrogacy, we are saying yes to the dignity of human life. Other nations, like Great Britian, have already passed legislation to ban commercial surrogacy arrangements. It is time to ban all surrogacy arrangements in this country.

APPENDIX 10

CASE DESCRIPTION OF "CONFLICTS IN COMMERCIALIZED CHILDBEARING" BY THE NATIONAL COALITION AGAINST SURROGACY

CONFLICTS IN COMMERCIALIZED CHILDBEARING

I. FORMER CONTRACT MOTHERS WHO HAVE JOINED THE NATIONAL COALITION AGAINST SURROGACY

MARY BETH WHITEHEAD-GOULD, South River, New Jersey

On February 6, 1985, Mary Beth signed a contract agreeing to bear the child of William Stern. Nearly two years later to the day, the New Jersey Supreme Court struck down the contract, and in an historic decision declared surrogacy contracts void, illegal and potentially criminal. Soon after this decision. Mary Beth won broad visitation rights tantamount to joint custody of her daughter. Mary Beth cofounded the Coalition and has become an outspoken opponent of surrogacy.

ELIZABETH KANE, Appleton, Wisconsin

Elizabeth was the first legal surrogate in the United States. Under a contract arranged by Richard Levin, the director of Surrogate Parenting Associates in Louisville, Kentucky, she gave birth to boy in November of 1980. She relinquished the child, and even spent the next two years advocating surrogacy. Soon however, she realized that she had not donated an egg, but had sold a son. When she could no longer rationalize surrogacy to her husband, to her children and to herself, she became an active opponent of surrogacy. Elizabeth is now a CoChair of the Coalition. To insure that her son Justin experiences a stable childhood, she has not sought visitation or custody.

LAURIE YATES, Ithaca, Michigan

In February of 1986, Noel Keane brokered a contract between Laurie and Richard Yates and Barry and Glinda Huber of Jonesboro, Arkansas. Laurie became pregnant with twins of different sexes soon after the inseminations began. She realized, however, that she could not relinquish her children. She began legal proceedings with the help of an attorney associated with the Coalition. In an opinion declaring that "surrogacy denigrates human dignity," a Michigan judge found the contract to be void and contrary to public policy. After a period of joint custody, Laurie eventually lost primary custody of the children, but decided not to appeal so that her children could have peace.

ALEJANDRA MUNOZ, National City, California

In the summer of 1985, Nattie and Mario Haro arranged for Alejandra, their second cousin, to illegally cross the border from Mexico so that they could use her womb to have a child. They told her that she would carry the embryo for a few weeks and then have it transferred to Nattie's uterus. However, Alejandra soon found out that she would carry the child to birth. Mario offered to pay her fifteen hundred dollars (twenty-three cents an hour for nine months), and made her sign a contract which she could not read. The Haros rarely allowed Alejandra out of the house during the entire pregnancy, and threatened her with deportation. Nattie often wore a pillow under her clothing so people would think she was pregnant. When Alejandra gave birth to a girl, the Haros kept Alejandra's name off of the birth certificate. After filing for custody, Alejandra won joint custody in October of 1987. Recently, the Immigration and Naturalization Service granted Alejandra a yearlong extension of residency.

DENISE MOUNCE, Cumberland, Virginia

Denise was twenty-four years old when she decided to enroll in the surrogate parenting program operated by Genesearch in Jackson, Michigan. In her eighth month of pregnancy, Denise died of a congenital heart condition known to the broker. Nonetheless, Genesearch director Robert Risner claims that the program carefully screens applicants. Denise's mother, Pat Mounce, is an active member of the Coalition.

PATRICIA FOSTER, Monroe, Michigan

Noel Keane arranged this contract which terminated Patti's parental rights and gave custody of the child to a sperm donor and his wife. As she neared the end of her pregnancy, Patti prayed every night that she would not go into labor so that she could stay with her child. In March of 1987, Patti gave birth to a boy and was allowed visitation for two months. Then in June, the adoptive couple cut off all contact with Patti. Patti decided to fight for her child and challenged the Florida adoption. She soon lost her lawyer, however, because he went into the surrogacy business. Continuing the case with a lawyer associated with the Coalition, Patti awaits a ruling from a Florida court on the validity of the adoption.

NANCY BARRASS, Novato, California

Nancy gave birth to a boy, Matthew, on September 1, 1986. She is an unmarried school teacher who also has one daughter. The sperm donor and his wife, now have custody of Matthew and attempted to adopt him, but Nancy is challenging the pending adoption proceedings and contesting the contract. William Handel brokered the contract for the Center for Reproductive Alternatives in Pleasant Hill, whose executive director is Bruce Rappaport. Handel also directs his own surrogacy business, the Center of Surrogate Parenting in Beverly Hills. Under the supervision of Rappaport's doctor, Nancy was administered extremely high doses of a fertility drug, inseminated with semen carrying a bacterial infection, and subsequently developed a uterine cyst and a variety of ill side effects. Nancy last saw Matthew in January of 1988 when the court ordered a brief visitation for a psychological test.

LORI JEAN JASSO, Moorpark, California

Lori, thirty-five, and her husband Roy have four children of their own. In a private arrangement, Lori agreed to bear a child for her sister and brother-in-law. The couples signed a handwritten contract. On September 6, 1986 Lori gave birth to a girl who was taken immediately after birth and successfully adopted in Alaska. Lori is contesting the adoption in an Anchorage court. Under a supervised visit allowed by her sister, Lori last her child when the girl was nineteen days old. Lori's parents and entire family have cut off all communication with Lori.

TONIA CHARLEY, Westland, Michigan

In February of 1986, Tonia signed a contract with agreeing to bear a child. When the adoptive couple met with Tonia in July, they agreed to drop the contract after six months of unsuccessful inseminations, and the administration of fertility drugs. Two weeks later, the broker, Noel Keane, arranged another contract in which Tonia was to carry a child for a new customer. This time, Keane's doctor, Ronald Zack, simultaneously prescribed three different fertility drugs and continued inseminations for another four months. Although Tonia never became pregnant, she still suffers from a number of side effects from the drugs, including a uterine tumor. Zack's office refuses to release Tonia's records and recently told her insurance company that they are missing altogether. She is filing a court order to obtain the documents.

SHERRI NAUGLE, Frederick, Maryland

Several months ago Sherri approached Infertility Associates International of Chevy Chase, Maryland about becoming a surrogate mother. She was sent directly to a psychologist and to a medical doctor for screening. She has never met the director, Harriett Blankfeld, nor has she ever been to I.A.I. Following a personal tragedy, Sherri left the area for several weeks, during which time Blankfeld announced that she would no longer arrange contracts in Maryland. Nonetheless, Blankfeld has written and called Sherri numerous times, asking her to both sign a contract and to be inseminated on the same day. When Sherri informed Blankfeld that she was no longer interested in signing a contract, Blankfeld sent a letter demanding more than seven hundred dollars to cover lost fees. The Coalition has provided Sherri with a pro bono attorney, and she will not pay Blankfeld any money.

PATTY NOWAKOWSKI, Ionia, Michigan

Patty signed a contract through Noel Keane's office in Dearborne in June of 1987. She was given fertility drugs, and became pregnant on the first insemination. In April of 1988, she gave birth to fraternal twins: a boy and a girl. However, the genetic father, a wealthy Detroit attorney who already had children, decided that he only wanted the girl, whom he named Stephanie. Separating the brother and sister at birth, the father allowed his son to be placed in a foster home. Patty rescued the boy and recently won an out of court settlement giving her full custody of the girl as well.

VICKI WALKER, Eugene, Oregon

In June of 1982, when the surrogacy industry was in its infancy, Vicki signed contract taken from a book written by Noel Keane. She arranged to bear a child for a friend of ten years. After seven rounds of insemination, she became pregnant and delivered a baby girl in April of 1983. After expressing interest in becoming the child's guardian, the adoptive couple became extremely nervous about Vicki's role in their family, and after several discussions, cut off all communication. For a year after the birth, Vicki's oldest daughter Sara needed counseling and finally exclaimed, "Mommy, when I grow up and have a baby I'm not giving it away." Two years later, Vicki received two pictures of her daughter, but has not seen her since she was six weeks old. She has considered legal action to attain visitation rights. As an active member of the Coalition, Vicki is lobbying for laws to eliminate commercialized childbearing.

DIANE ROTHBERG, Nahant, Massachusetts

Diane entered a surrogacy arrangement in August of 1986 through a Springfield, Massachusetts business, the New England Surrogate Parenting Program. Diane was not told that she would bear the child of the brother of the Program's director, Laraine Shore-Suslowitz. The first baby born under one of Suslowitz's contracts Suslowitz had kept for herself. Diane gave birth to a boy who was immediately taken to California, where the sperm donor and his wife adopted the child. Diane is fighting to reinstate her parental rights. A Massachusetts court recently struck down her contract, and she is fighting the adoption in a California court and suing the broker and the adoptive couple for fifteen million dollars for emotional duress.

KATHY HOPPE, Oshkosh, Wisconsin

Kathy's contract was arranged by Richard Levin of Surrogate Parenting Associates in Louisville, Kentucky. She signed a contract in August of 1987, and after one insemination, dropped the program. She never became pregnant, and sought legal help from the Coalition when Levin pressed her to him pay nearly three thousand dollars. After the Coalition provided Kathy with legal help, Levin ceased to pursue the matter.

II. OTHER CONTRACT MOTHERS WHO HAVE HAD SURROGACY CONFLICTS

"JANE DOE," Lansing, Michigan

At age 25, Jane told one of Keane's doctors that she had had nine previous pregnancies, five of which ended in miscarriage. His response: "Good, you're really fertile." She also told him of an operation in which part of her cervix had been removed, and that she was not supposed to get pregnant for two years. Nonetheless, the doctor administered drugs to induce ovulation, and performed an intrauterine insemination with an excessive amount of unwashed semen. This faulty procedure is known to cause great pain. Later that day, Doe went into shock and had to be checked into the hospital. After she became pregnant, the placenta implanted in the lower part of her uterus and Doe spent more than eight weeks on her back, six of these weeks she spent at the hospital during five different visits. In her twenty-second week of pregnancy, she gave birth to a boy who died an hour and a half later. She is currently suing Noel Keane, who brokered the contract.

JUDY STIVER, Lansing, Michigan

In January of 1983 Judy gave birth to a retarded boy. The intended father, Alexander Malahoff of Queens, New York, refused to take custody of child who had been born under a Noel Keane contract. Stiver is suing Keane for inseminating her with semen she claims contained a herpes-related virus. Keane's doctors concede in depositions that the sperm donor was not tested for sexual diseases.

KATIE ABRAMS, North Carolina

Adams suffered a particularly painful birth under a surrogacy arrangement brokered by Harriett Blankfeld, director of Infertility Associates International in Chevy Chase, Maryland. Blankfeld's doctor, who watched a football game during the birth, instructed her to begin pushing before her contractions began, gave her pitocin to encourage contractions, and kept her pushing for more than five hours. The doctor left for an emergency, returned, and upped the dose of pitocin. Finally, after badly damaging Adams' uterus and having succeeded in pushing the baby up underneath her rib cage, the doctor performed a Caesarean section. Kyl had given birth twice before and had never had a C-section. She spent two days packed in ice and still experiences digestive problems. Blankfeld and an assistant were present during the entire procedure.

CINDY CUSTER, Patuxent River, Maryland

In July of 1987, Custer signed a contract with Harriett Blankfeld of Infertility Associates International. The contract required that the sperm donor and his wife remain anonymous to the surrogate mother. Several months into the pregnancy, Custer began to doubt her ability to surrender her child without meeting the prospective parents. After expressing her concerns for the welfare of her child to Infertility Associates, Blankfeld notified Custer that she was in breach of contract. Custer was soon befriended by Donna Reagan, a former surrogate mother paid by Noel Keane to advocate surrogacy. Several weeks before the birth of the child, the Coalition contacted Custer, provided her with a pro bono attorney and a legitimate adoption service. But days before the birth, Reagan contacted Hilary Hanafin, staff psychologist for William Handel, a Beverly Hills baby broker. Hanafin contacted Blankfeld's attorney and arranged a meeting between the sperm donor and his wife and Custer and her husband. At the meeting, the four worked out a private arrangement apparently involving money. On April 19th, 1988, Custer gave birth to a boy and two days later dropped him off at a roadside park to an agent of the adoptive couple.

"JANE DOE II," Southern California

Jane confided to the Coalition that she was coerced into having sexual intercourse with the director of a surrogacy business for the purpose of becoming pregnant under a contract. She wishes to remain anonymous. Jane opposes commercial surrogacy.

III. MOTHERS WHO HAVE ANONYMOUSLY CONTACTED THE COALITION

More than 30 contract mothers have anonymously contacted the Coalition in grief over the loss of a child. Like many of those who joined the Coalition, they are often frightened by threats from the brokers, scared of the publicity generated by a court case, and not able to afford legal help. Caught between the need for our free legal and moral support and the uncertainty of success, they do not leave full names or phone numbers. Out of the hundreds of women who have given birth under commercialized childbearing arrangements, many more such women undoubtedly exist, but do not even know that help awaits them.

SURROGATES BY CHOICE MEMBERSHIP APPLICATION

NAME(S) ________________________________

ADDRESS ________________________________

CITY ________________ STATE ________________ ZIP ________

PHONE ________________ BIRTHDATE ________________

SINGLE ________ MARRIED ________ NUMBER OF CHILDREN ________

ARE YOU, OR HAVE YOU EVER BEEN A SURROGATE? ________________

IF YES, DATE CHILD WAS BORN OR DATE EXPECTING ________________

IF NOT A PRESENT/PAST SURROGATE, ARE YOU INTERESTED IN ENTERING THE PROGRAM? ________ WHICH CENTER? ________________

PLEASE GIVE A BRIEF DESCRIPTION ON WHY YOU SUPPORT SURROGATE PARENTING

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Please answer only the questions you feel comfortable with. All responses will be held in strict confidence. There is a $10.00 annual membership fee for surrogates, $25.00 for non-surrogates which will include your subscription to the quarterly newsletter. Please make checks payable to Surrogates By Choice. If you do not want to become a member of Surrogates By Choice, but would like to make a donation, please write "DONATION" across the bottom of this page. Donation contributers will not receive the newsletter unless it is asked for.

WOULD YOU BE WILLING TO FILL OUT A MORE DETAILED AND PERSONAL QUESTIONNAIRE CONCERNING YOUR EXPERIANCE? ________________